





# BIDDER CONTRACT

This **Bidder Contract** is entered into between the Bidder, whose name is signed below, and Grafe Auction. Bidder and Grafe Auction agree the terms listed below shall govern this auction.

1. **FULL PAYMENT.** All items must be paid for in full before Bidder leaves the premises. Nothing may be removed until it is settled for. Payment for purchases must be made by cash, cashier's check or by personal or business check if announced by Grafe Auction. Letters of Credit or Guarantee must be for this auction only, along with proof of identity. All sales are subject to state sales tax laws. Bidder agrees not to stop payment on checks or disallow a sight draft and is responsible for any expenses due to collection of bad check. In the event of non-payment of bad check, Grafe Auction reserves the right to repossess, at any time, at your location, the merchandise involved. Bidder agrees that checks returned for any reason may be collected electronically along with the maximum service charges allowed by law.
2. **NO WARRANTY.** ALL ITEMS ARE SOLD AS IS, WHERE IS, WITHOUT GUARANTEE OF ANY KIND. The description of items appearing in advertising prior to this auction are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by the Owner (or his agents or officers) or Grafe Auction (or their agents or officers) concerning any item shall be construed as a warranty, either expressed or implied. I, the bidder, have examined this merchandise and accept it the way it is.
3. **DISPUTES.** Grafe Auction shall designate the winning bidder after each item is auctioned. If a dispute arises between two or more bidders, Grafe Auction reserves the right to reopen the bidding. Grafe Auction's designation of a Buyer shall be final.
4. **BUYERS RESPONSIBILITY.** After a Bidder has won the bid with his/her high bid, they have become the new owners of the item, even though they may not have paid for the item yet. The item(s) become the full and sole responsibility of the Buyer at this point, and Buyer assumes all risk of loss and damage. Buyers should guard their items accordingly.
5. **INJURY AND DAMAGE.** Bidder acknowledges responsibility for any personal injury or property damage caused by Bidder or his agent, and further agrees to hold Grafe Auction harmless from any personal injury to himself or his Agents and any property damage incurred on auction premises.
6. **CONSENT TO JURISDICTION.** This agreement and all questions regarding its interpretation shall be governed by and construed in accordance with the laws of the state of Minnesota, without regard for conflict of law provisions. Bidder expressly consents to personal and exclusive jurisdiction in the courts of the state of Minnesota located in Fillmore County.
7. **AGENTS ONLY.** Grafe Auction is acting as the Owner's Agent only.

**I HAVE READ THE ABOVE BIDDER CONTRACT AND HEREBY AGREE THE ITEMS LISTED THEREIN SHALL GOVERN THIS AUCTION.**

Date \_\_\_\_\_ No. \_\_\_\_\_

Telephone (with area code) \_\_\_\_\_

Signature \_\_\_\_\_