

Bidder's Name (First, Middle, Last):				Bidder's Username:	
Company Name (If buying for company. Vehicle titles will be made out in the company name).				Bidder's Cell Phone:	
Bidder's Address:				Office Phone:	
City:	State:	Zipcode:	Date of Birth:	Fax:	
Bidder's Email Address:				Bidder's Driver's Lic. #:	
				DL State:	

BIDDER AGREEMENT

This is a Binding Agreement by and between the Bidder indicated above and **Danny Lawler Enterprises, LLC** doing business as **Lawler Auction Company**, a limited liability company doing business at 7781 Highway 1 North, Shreveport, Louisiana 71107 (Further from time to time referred to as "Auctioneer" or "LAWLER").

Whereas, Bidder has solicited to participate in auctions conducted by LAWLER or an affiliated auctioneer, and therefore the Bidder agrees to be bound by the terms and conditions set forth by Auctioneer before placing a bid on any item. This agreement shall govern the terms of all auctions conducted by LAWLER, including both online only internet auctions as well as live onsite auctions.

IT IS HEREBY AGREED THAT:

1. Upon placing a bid by the Bidder, either online through the internet or live in person, the **Bidder enters into a binding agreement** with the Auctioneer, and agrees to these terms and conditions as well as any other terms and conditions that may apply to each specific auction, which are posted on the internet bidding platform.
2. Bidder acknowledges that there is a **15% Buyer's Premium** on all items that will be added to the winning bid amount. Applicable sales taxes shall apply at all times and charged to the Bidder.
3. **Location of items.** LAWLER conducts auctions for items located throughout the USA, therefore it is the duty of the Bidder to carefully check the location of the items being sold before placing a bid, and to make sure the Bidder will be able to pick up the item(s) from the location that they are located at on pickup day.
4. **Special terms and conditions may vary from auction to auction**, depending on the location of the auction, the type of auction, etc. It is the duty of the Bidder to carefully read over the terms and conditions of each auction before placing a bid, as those terms and conditions are just as binding as the terms and conditions on this agreement. Each individual auction may have different buyer's premiums, pickup times, inspection times, etc., and it is essential that the Bidder carefully read those terms and agree before placing a bid.
5. Most internet only auctions will be set up to begin to close, beginning with Lot # 1, and with each lot closing about 10 seconds behind the other. However if a last minute bid is placed, the system may extend the bidding out for about two minutes every time a bid is placed, giving other bidders an opportunity to increase their bids. It is strongly recommended that Bidder be at a computer with good internet when the auction begins to close, and make sure that the screen is refreshing routinely. Smartphones and tablets often do not refresh the screens, therefore Bidder may lose out on a chance to increase the bid. Bidder can also prevent this from happening by placing their MAX (maximum) bid, and then the system will bid in increments up to the Bidder's maximum bid amounts. Tie Max bids will go to the person who placed their max bid first. For example, let's say a bidder is willing to bid \$5,000 on a car, but the bidding is currently at \$1,500. You would place your bid of \$5,000, and then the system will automatically insert a bid on the Bidder's behalf in increments up to \$5,000, meaning the Bidder will not necessarily pay the full \$5,000 unless another person bids. If when placing a max bid, the Bidder notices that they are instantly outbid, that means someone else has already placed a maximum bid for that amount or higher.

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6. **Auctions are not for everyone.** There are risks associated with buying through any auction. Any bidder expecting a warranty or guarantee of any kind whatsoever should not bid on an item.
7. **All items are sold “as is” where is without warranty or guarantee of any kind whatsoever.** Bidder agrees to accept all items with all of their faults regardless of whether that fault was declared or described in advance by any party. Therefore Bidder agrees to accept all items “as is” without warranty or guarantee of any kind whatsoever, together with all faults and flaws.

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8. **It is the sole duty of the Bidder to inspect all items carefully before placing a bid.** Failure to inspect items is at the risk of the Bidder. All photographs and videos are taken as a courtesy by the Auction Company to help bidders make an educated decision on whether an item is somewhat operational, however, as with anything used, the fact that an item, such as a vehicle ran on the day the video was taken, does not necessarily mean that it will run on the day that the buyer picks up the vehicle. The videos and photographs may or may not reveal all mechanical issues (such as transmission issues, electronics, air conditioner, etc.) with any item, so it is important that the Bidder examine and inspect all items before placing a bid. Failure to do so is solely at the risk of the Bidder and the Bidder assumes those risks and agrees to take any winning bid regardless of their faults, their condition, and mechanical capabilities. **The Auctioneer is under no obligation whatsoever to disclose or otherwise point out any flaws, mechanical defects or problems with any item being sold.**

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9. Payment in full must be made by the Bidder no later than 11:00AM CST, the day after the auction. Payment must be made by Bank Wire or by cash payment made at The Lawler Auction Facility, located at 7781 Highway 1 North, Shreveport, Louisiana 71107. Credit cards may be accepted in some auctions, however it is the duty of the Bidder to check the auction terms and conditions for each specific auction to determine if credit card payments will be accepted for that particular auction. In such a case, a 3% credit card or debit card surcharge will apply for Visa, Mastercard, and Discover transactions, and a 5% credit card surcharge shall apply for all American Express Transactions.

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10. In the event that the Bidder fails to make payment by 11:00AM CST on the day after the auction, the Auctioneer may initiate a credit card charge equal to the amount owed plus the credit card surcharge.
11. A \$200 authorization may be placed on the Bidder's credit card upon registering for any auction, which shall act as a deposit. This is not a charge and will be returned to the Bidder by the Bidder's bank or credit card company. However, in the event that the Bidder wins a bid and fails to pay for the item by 11:00am the following day, or in the event that a credit card is declined upon processing an invoice payment on winning bids, the Auctioneer will initiate the authorization by completing it as a charge, and that deposit will be forfeited to the Auctioneer as partial payment to the administrative charge as outlined below.
12. In the event of payment failure and credit card declines, and Auctioneer is unable to reach the Bidder immediately, the Auctioneer reserves the right to sell any item to the second place or subsequent bidder without delay or the need to contact the winning Bidder. In such an event, the initial winning Bidder will become liable for a minimum \$1,000 administrative fee payable to the Auctioneer, and in such event the winning Bidder will be banned from participation in any future auctions and will be permanently banned. In the event that the administrative fee is not collected or paid within 30 days, the debt will be placed with a collection agency and Bidder agrees to pay all collection costs, including but not limited to attorney fees, court costs, and interest. The Auctioneer is authorized to charge the administrative fees to the credit card on file at anytime.

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13. In the event of a credit card or debit card transaction as authorized by this agreement, the Bidder agrees to waive any warranty rights under his/her credit card agreements and declares that all items are purchased “as is” without warranty or guarantee. Furthermore, all credit card purchases are final and Bidder agrees not to disallow or dispute any credit card charges. In the event that there is a chargeback or dispute, an administrative charge of \$5,000 or 25%, whichever is greater will be immediately due and payable to Auctioneer for handling the dispute or chargeback.

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14. **Items to be removed timely.** Any item left on auction site shall be removed the following day after the auction closes. It is the sole responsibility of the Bidder to load and remove his/her items from the auction site. Any items not picked up by the Bidder on the day after the auction will be declared abandoned by the Bidder and Auctioneer shall not be responsible for the security of any item not picked up by the

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Bidder. For items at the Lawler Auction Facility in Shreveport, Louisiana, a storage fee of \$9 per day per lot will be charged the Bidder for any item not picked up the day after the auction closes. The Auctioneer is under no obligation whatsoever to provide storage or security of any items not located at the Lawler Auction Facility in Shreveport, Louisiana. Items left at the Lawler Auction Facility in Shreveport after 30 days will subject to being consigned to another auction and will be sold to the highest bidder in order to pay for storage fees.

15. Bidder is responsible for loading out their own items. Auctioneer is not obligated to provide a fork lift or any other means of loading, as such responsibility is that of the Bidder. However a 5,000 pound fork lift will be available to assist load-out at auctions conducted at the Lawler Auction Facility in Shreveport. Lift fees may apply. Check specific auction terms and conditions for details. Auctioneer will **not** provide assistance in loading vehicles onto trailers or other vehicles. The Bidder must contact a reputable tow company with adequate equipment to load their own vehicles.

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16. **Automobile Titles.** Auctioneer does guarantee that a title for vehicles purchased unless it is announced otherwise on the catalog. Most titles are available within 7 days after the auction and can be picked up from the auction office, located at 7781 Highway 1 North, Shreveport, Louisiana after the auction by the winning Bidder after payment is made in full. Bidder may elect to have the title sent via UPS overnight courier at the cost to the Bidder.

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17. **Bidder agrees not to perform any work on any vehicle** until vehicle has been registered and titled in the Bidder's name. We strongly recommend that Bidder does not spend money on any vehicle or make repairs on any vehicle until Bidder has titled the vehicle in the Bidder's name. In a worse case scenario, (very rare) when it is determined that a title cannot be obtained, we will issue a refund, however Auctioneer will not be responsible for money that the bidder has spent on the vehicle.

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18. **Safety Precautions** should be made before removing any item from the auction site. The Auctioneer strongly suggests that the Bidder have any item, especially vehicles, examined by a qualified mechanic or qualified technician, prior to driving any purchased vehicle from the auction site. Some vehicles sold through the auction may or may not be suitable or mechanically safe to operate on the roadway, therefore the Bidder understands that any vehicle purchased through the auction should be inspected by a qualified person prior to driving any vehicle purchased.

19. The Auctioneer is acting as the Agent for the Seller. The Auctioneer, Lawler Auction Company, its employees, and subcontractors are acting as the "Agent" for the seller. Any disputes over titles or other ownership provisions is between the Buyer and the Seller. Buyer agrees to hold harmless and indemnify the Auctioneer, Lawler Auction Co., its employees, subcontractors, its agents, and employees from any claims or damages which might result from any auction. It is the sole responsibility of the Buyer to have conducted prior inspection of the Seller's rights to sell, to inspect UCC filings (if any) on the equipment to be auctioned, and to inspect the ownership records of said equipment.

20. In most cases, items are consigned to the auction without a reserve, however some items may be consigned to the auction with secret reserves placed by the Seller upon consigning the item(s) to the Auction. In such a case, the Auctioneer will not be able to sell the item to the winning bidder unless it meets or exceeds the reserve amount.

21. Auctioneer's intent to bid. In accordance with Louisiana Law, LSA-R.S. 37:3130 the Auctioneer reserves the right to bid on behalf of other parties placing absentee bids, internet bids, or reserve bids, including but not limited to bids from banks, sellers, or other consignors to protect their interest.

22. Auctioneer may ban any Bidder for any reason (or no reason), including but not limited to non-payment, failure to abide by terms and conditions, becoming argumentative or difficult with staff, etc.

23. **Vehicle Liability Insurance** is required on all vehicles driven from the Auction Facility or the location where the vehicle is picked up from. Although the Auctioneer may not check for insurance, the Bidder is responsible for contacting their own insurance agent and making the necessary arrangements to obtain insurance before driving any vehicle.

24. Bidder is solely responsible for the creation and use of the Bidder's username and password upon setting up a user account on the Auctioneer's bidding platform, and agrees to be legally bound in accordance with this contract to all bids placed using the Bidder's username and password.

25. All internet only auctions are conducted from Auctioneer's offices in Shreveport, Louisiana, and all trans-

actions are conducted from the Auctioneer's Shreveport, Louisiana location, regardless of where the assets are located. All auctions are conducted subject to Louisiana law at all times.

Bidder hereby agrees to the terms and conditions of this blanket auction agreement and agrees to abide by any other terms and conditions for specific auctions that may be posted on the Auctioneer's website for specific auctions.

Bidder's Signature:
Bidder's Printed Name:
Bidder's Printed Date: