



# Blue Hound Auctions, LLC

Estates - Charity & Benefit - Surplus Agencies - Heavy Equipment  
Personal Property & Real Estate - Vehicles - General Auctions



## Auction Proposal



**Let's Auction!**



## Blue Hound Auctions A Limited Liability Company

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### Introduction Letter

Dear Prospective Client,

Thank you for the opportunity and privilege to introduce the services offered by Blue Hound Auctions, LLC.

Blue Hound Auctions, LLC prides itself as one of the leaders in the Auction Industry. We provide the latest technology and equipment allowing us to give our customers the best service possible on-site and through other media.

Today's economic trends have changed forcing many companies and individuals to downsize or reorganize their assets in order to meet their bottom line goals. We provide flexible end-to-end solutions that assist companies and individuals to meet their objectives by giving the best possible service at an affordable fee to realize the highest net dollar from their assets.

The auction method of marketing is our expertise, and we emphasize this method for most liquidations. However, other methods of marketing may be used or recommended. Depending on your circumstance, the auction method of marketing may not be for you.

Many people ask me about TV shows like those on History channel where there are pawn shop specialists and pickers, and that they see that they sell those items at auction. They ask us why people don't sell at auction if it brings a higher value? The answer is because people don't contact an auctioneer who specializes in those items. In fact, on the show, they contact auctioneers to gain an idea of the pricing of these items.

If you, or your company, have been thinking of liquidating or downsizing we would like to meet with you to discuss your future objectives and how our services may be of help in obtaining your over all goals.

Thank you,  
Blue Hound Auctions, LLC

Matthew Price, President & Auctioneer  
Blue Hound Auctions, LLC



## Blue Hound Auctions

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### Letter of History

Blue Hound Auctions, LLC was formed in 2005 by 10 year active owner and online Auctioneer, Matthew C. Price.

The new company was created to better serve the Central North Carolina area in the Residential, Agricultural, Commercial, and Industrial Auction Arena using the latest technology and services to generate the highest dollar returns for our clients' assets.

A staff of two seasoned auctioneers, one highly respected broker, and many sales associates provided the office with complete auction and real estate services.

Matthew Price is a Licensed auctioneer in North Carolina (as required by law) and has specialized in General Auctions and Technology auctions since 1996. He brings more than 20 years of General and Technology sales to Blue Hound Auctions, with experience in liquidations of all types of real and personal assets at public auction.

Ashley Cherry is a Licensed auctioneer in North Carolina (as required by law) and has specialized in furniture, security, and general sales in the past. An Army Veteran, he brings more than 20 years of experience in logistics and management.

#### Blue Hound Auctions Mission Statement:

Our goal is to give World-Class service at an affordable price to product the highest net dollar possible for your assets.

#### New Technologies Include:

- Fully Networked and Automated Mobile Offices
- Fully Computerized Auction Registration & Checkout
- Up to Date Auction Calendar on our Website at: <http://www.ebbids.com>
- On-line Auction Bidder Registration at: <http://www.ebbids.com>
- Internet Marketing Service - reaching National & International Buyers
- On-line Streaming Media Audio & Visual Asset Presentations at:  
<http://www.ebbids.com> - hosted by Proxibid
- Complete and fast E-Mail communication availability at: [sales@ebbids.com](mailto:sales@ebbids.com)



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### References

#### **Personal:**

Claude E. Summers  
Rear Commodore, Lake Norman Yacht Club  
107 Muses Ct  
Cary, NC 27513  
(919) 467-1096

#### **Corporate:**

Triangle Beagle Rescue  
2314 Lyon Street  
Raleigh NC 27608

#### **Benefit:**

Chron's & Colitis Foundation of America  
2901 N. Davidson Street  
Suite 160  
Charlotte, NC 28205  
Phone: (704) 332-1611

Boy Scouts of America  
Occoneechee Council, BSA  
Annual Winter Banquet  
Order of the Arrow  
PO Box 41229  
Raleigh, NC 27629  
Phone: (800) 662-7102

#### **Estates:**

Jane Fox Long  
7137 Capulin Crest Drive  
Apex, NC 27539  
919-662-4744



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### Resumes of Key Personnel

MATTHEW C. PRICE      Online & Estate Auctioneer - Member/Manager

Owner, Blue Hound Technologies - 2001-2005

Owner, Hometown Computers - 1996-2001

IBM Corporation - 1994-2008

Licensed Auctioneer - 2005

Member of:

Auctioneers Association of North Carolina

Board of Directors 2008-2011

National Auctioneers Association

Boy Scouts of America

Responsibilities:

Initial Contact & Assessment

Booking Auctions

Marketing and Management

General Operations

Auction Supervision

Coordinate Special Services

ASHLEY M. CHERRY      Live Auctioneer - Member/Manager

Security Systems Expert 2001-Present

United States Army, 1993-2001

Licensed Auctioneer - 2005

Member of:

Auctioneers Association of North Carolina

National Auctioneers Association

Responsibilities:

Booking & Promoting Auctions

Auction Marketing & Management

Set Up & Pre-Sale Preparation

Coordinate Special Services

Appraisals

CDL License



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**Resumes of Key Personnel Cont'd**

**GARY BOYD**      Real Estate Broker & Auctioneer - Associate

Licensed Real Estate Broker  
Licensed Auctioneer - 1982  
Bankruptcy Auctioneer - 1982-Present  
Member of:

Auctioneers Association of North Carolina  
Chairman of the Board - 2011  
President - 2009-2010  
National Auctioneers Association

Responsibilities:

Initial Contact & Assessment  
Booking Auctions  
Auction of Real Estate  
Listing Real Estate  
Marketing and Management  
General Operations  
Auction Supervision  
Coordinate Special Services



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### Services Provided

Complete Auction Services of:

**ESTATES:**

Downsizing  
Moving  
Living  
Deceased  
Senior Services

**REAL ESTATE:**

Agricultural  
Commercial  
Industrial  
Manufacturing

**CHATTELS:**

Antiques	Personal Property
Household Items	Automobiles
Collectibles	Equipment, Etc.

**EQUIPMENT:**

All Types  
Heavy Machinery  
Industrial  
Agricultural  
Commercial Vehicles

**INVENTORY:** Complete Close-outs or Reductions of Any Type

**INTELLECTUAL ASSETS:**

Patents & Trade Marks                      Product Lines

**LIQUIDATIONS:** All types of assets through accelerated close-out or going out of business sales.

**ADDITIONAL SERVICES:**

Complete Auction set up and organization.  
Repossessing assets, moving and securing.  
Refurbishing of assets to produce higher sale dollar and better market acceptance;  
    Minor Repairs  
    Improvement of Equipment  
    Improvement of Real Estate  
Property management and supervision prior to and through liquidation.  
Appraisal service for liquidation values.  
Marketing Consultation Services.  
Interim and Crisis Management situations.



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### Blue Hound Auctions Benefits

#### **BENEFITS:**

- Over 45 Years of Professional Auction Experience
- Instant Auction Results During and After the Sale
- Large Database of Past Auction Attendees
- The Latest in Technology and Computerization
- The Latest in Auction Equipment
- Marketing Consulting Services
- Property Management Services Through Liquidation
- Complete Setup, Refurbishing & Lawn Maintenance Services
- Transportation and Storage Services
- Full Internet Marketing Capability
- Complete & Fully Powered Mobile Auction Office

#### **BENEFITS TO SELLERS**

- Offers the seller another option.
- Creates competition among buyers
  - The auction price can exceed the price of a negotiated sale!
- An auction generates excitement and heightens buyer interest.
- Exposes the property to a large number of qualified buyers
- Eliminates unscheduled showings & Open Houses
- Eliminates high seller carrying costs such as interest, taxes, maintenance, etc...
- Reduces the time property is on the market
- Seller knows when the property will sell.
- Seller obtains rapid liquidity!

#### **BENEFITS TO BUYERS**

- Purchase the property at fair market value
- Eliminates long negotiation periods.
- Knows sellers are motivated to sell
- Do not have to worry about contingencies because purchasing & closing dates are known
- Gain confidence as they compete.
- Buyer knows that property owners are selling at the lowest price possible.
- Reduce time to buy property.
- Feel better about purchase - by knowing that there was a contending bid just one increment under the purchase price.





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### Marketing Program

Blue Hound Auctions creates custom marketing programs based on our clients needs. Our three time award winning program contains online, news print, and radio marketing to ensure that the right buyers are present at your sale.

Description of Auction Marketing Service	Dollar Amount	%
<b>Media Advertisement and placements</b>		
Design through implementation of media advertising and corresponding placements in local, regional and national media, as appropriate.	\$ _____	_____ %
<b>Promotional Literature and Mailings</b>		
Design, production and direct mailing of a "high visual impact promotional piece" to a defined, targeted market audience, photos, aerial photographs, supplemental property information packets.	\$ _____	_____ %
<b>Sales Promotion and Site Preparation</b>		
To include: signs, previews, refreshments, etc	\$ _____	_____ %
<b>Public Relations and Publicity</b>		
Preparation and distribution of press kits, releases, communications with pertinent media.	\$ _____	_____ %
<b>Online Media Advertisement Placements</b>		
Design through implementation of media advertising and corresponding placements in appropriate online advertising Venues (Google, AuctionZip, etc)	\$ _____	_____ %
<b>Direct and Telemarketing Services</b>		
Direct solicitation by auction representatives, follow-up communications with potential purchasers.	\$ _____	_____ %
<b>Direct and Out-of-Pocket Expenses</b>		
Travel and direct expenses incurred on behalf of this auction	\$ _____	_____ %
<b>Reserve and miscellaneous Expenses</b>		
Additional expenses not included above, or miscellaneous expenses arising during the course of the marketing process and/or auction event.	\$ _____	_____ %
<b>Marketing Coordination Services</b>		
Professional research, analysis, support and service-labor time incurred in the execution of the auction marketing plan.	\$ _____	_____ %
	\$ _____	100%



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Sellers Agreement

This Agreement is between Blue Hound Auctions, LLC (“Auctioneer”), a North Carolina Limited Liability Corporation having its principal place of business at 5917 Waterworn Court, -Fuquay Varina, -NC 27526 and \_\_\_\_\_ (“Client”), having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ State and Zip Code.

- **Description of Services:** Blue Hound Auctions provides a means for sellers to list items for sale and for potential buyers to bid upon these items via Live Auction, via Internet-based auction system, or via a Live and Internet based auction system. -Blue Hound Auctions is considered the sole Agent for the sale.
- Blue Hound Auctions will provide the Client with the following services during the term of the Agreement:
  - Access to listing application to view current items listed that will help the Client maintain information about assets allowing for information correct. The Blue Hound Auctions Auction staff will:
    - Accept descriptive information concerning an asset;
    - Allow different auction phases based upon dates and times to be specified;
    - Permit the assignment of certain buyer restrictions during each auction phase; and
    - Facilitate requests for credits regarding transactions that were not completed.
  - Training and support services to implement the Blue Hound Auctions service, which will include:
    - Familiarization with the nature and operation of the Blue Hound Auctions processes and venues;
    - Guidance marketing the asset;
    - Procedures for taking and posting pictures of assets; and
    - Assistance in the development of an implementation plan and schedule.
  - At Blue Hound Auctions option, training and support services will be provided either on-site or via telephone and the Internet.



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- A customer support desk available via telephone or e-mail between the hours of 8:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday, except announced holidays.
  - Marketing of the auction service to promote use of the site by potential buyers.
- **Client Responsibilities:** To promote a successful operation and increase the benefits from using Blue Hound Auctions venues, the Client agrees to:
  - Provide on-site support and resources required to access the Blue Hound
    - Auctions Internet related services;
  - Make sufficient personnel related to surplus property disposal available for training, implementation, and initial data entry;
  - Cooperate with marketing campaigns, including providing a mailing list of prior auction customers, if available; and
  - Utilize Blue Hound Auctions and on-line auction capabilities during the term of this Agreement by:
    - Listing assets for sale on the Blue Hound Auctions online venue;
    - Completing sales transactions for assets sold via this service;
    - Not selling through any other means any item for which it has received a winning bid via Blue Hound Auctions for the specific purpose of avoiding the Blue Hound Auctions fee;
    - Not selling through any other means any item for which is currently listed and accepting bids on any Blue Hound Auctions venue for the specific purpose of avoiding the Blue Hound Auctions fee; and
    - Not engaging, directly or indirectly, in any activities intended to manipulate or interfere with the bidding process.
    - Communicate with Blue Hound Auctions a date in case of postponement due to inclement weather a new date to be advertised appropriately.
- **Online Fees:** For any item that is sold as a result of posting it to the Blue Hound Auctions venue or to post for sale any item at a live venue, the following fees apply:
  - Where a single online auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay Blue Hound Auctions



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a fee of five and one-half percent (5.5%) of the winning bid, but not less than \$5.00.

- Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay Blue Hound Auctions a fee of five and one-half percent (5.5%) of the winning bid up to \$100,000 plus three and one-half percent (3.5%) of the winning bid that is in excess of \$100,000 up to \$500,000.
- Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay Blue Hound Auctions a fee of five and one-half percent (5.5) of \$100,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of \$400,000 of the winning bid, plus a fee of one and one-half percent (1.5%) of the amount in excess of \$500,000 of the winning bid.
- On occasion, and apart from initial training, the Client may request Blue Hound Auctions to supply on-site assistance to quickly move large amounts of items that have accumulated over a period of time. For this service Blue Hound Auctions will charge an additional 9.5% fee or a total fee of 15%.

For this additional fee Blue Hound Auctions will go to the Client's site and record asset descriptions, take pictures, load assets to the auction site, and set auction times for the online application. Assets must be arranged in such a manner as to allow Blue Hound Auctions personnel access to the assets for recording descriptions and taking pictures. If assets are not arranged in the proper manner, the Client will provide personnel to assist the Blue Hound Auctions representatives in arranging the assets for proper presentation. The additional 9.5% fee does not apply to assets used in the initial training and will not apply when the Client processes its own assets.

- **Live Auction Fees:** For any item that is sold as a result of selling through a live auction performed by Blue Hound Auctions, the following fees apply:
  - Where a single online auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay Blue Hound Auctions a fee of seven and one-half percent (7.5%) of the winning bid, but not



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less than \$5.00.

- Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay Blue Hound Auctions a fee of five and one-half percent (5.5%) of the winning bid up to \$100,000 plus three and one-half percent (3.5%) of the winning bid that is in excess of \$100,000 up to \$500,000.
- Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay Blue Hound Auctions a fee of five and one-half percent (5.5) of \$100,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of \$400,000 of the winning bid, plus a fee of one and one-half percent (1.5%) of the amount in excess of \$500,000 of the winning bid.
- Client agrees to pay for all marketing costs, which are required one month prior to auction.
- On occasion, and apart from initial training, the Client may request Blue Hound Auctions to supply on-site assistance to quickly move large amounts of items that have accumulated over a period of time. For this service Blue Hound Auctions will charge an additional 9.5% fee or a total fee of 15%.
- Client agrees to pay a \$10 per hour clerk fee, \$7.25 per hour cashier fee, \$10 per hour per person logistics/additional helper fee. If the Client Agrees to a second ring (More than one auction at the same time) an additional \$300 auctioneer fee will apply.
- **Financial Settlement Service (Auction Proceeds Collected by Blue Hound Auctions):** Client can elect to have Blue Hound Auctions collect Auction Proceeds from the winning Bidder. If Client elects this optional service, please read and approve the attached Addendum Number One (1) which follows the approval page of this Sellers Agreement. If Client prefers to collect the Auction Proceeds, simply remove Addendum Number One (1) and approve the Sellers Agreement. Based on the option selected, the Terms and Conditions will be modified to conform to the collection method chosen.



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- **Payment:**
  - Blue Hound Auctions will invoice Client for fees on a periodic basis. Client agrees to remit payment to Blue Hound Auctions within thirty (30) calendar days, unless an applicable prompt payment act or similar legislation specifies a different time period.
  - Client shall promptly, but not more than sixty (60) calendar days after the sale; date, notify Blue Hound Auctions of any transaction that was not consummated. The fees for said transaction shall be credited to the Client during the next invoice period.
  - Blue Hound Auctions will assess any late account a one percent (1%) or Twenty Five Dollar \$25 (whichever is greater) fee for any account in arrears for more than sixty (60) calendar days after the sale, unless an applicable prompt payment act or similar legislation specifies a different percentage or payment structure.
  - In the course of a live auction, Client agrees to pay Blue Hound Auctions all marketing fees one week after this contract is signed. Marketing Fees include: Newspaper publishing (\$82/week), Online Advertising (\$200 monthly). Client also agrees to pay the complete and total auctioneer commission at the close of the auction.
  
- **Term of Agreement:** This Agreement shall commence on the date it is signed by the second party to do so and shall terminate absolutely and without further obligation on the part of the Participant at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed. This contract shall be automatically renewed for a one-year term each January 1 unless the Participant provides written notice of its intent not to renew the contract no later than 60 days prior to the end of the calendar year. Any charges owed either party prior to terminating the agreement will remain payable.
  
- **Right to Sell and Content:** Client will only commit to utilizing Blue Hound Auctions services and that the Client has the legal right to sell or dispose of to qualified buyers. Any information posted or given to the Auctioneers will be accurate to the best of Client's ability and not contain anything of a pornographic or objectionable nature. Client agrees to provide digital pictures of associated assets for use in the Blue Hound Auctions venue, and will not



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create links to any other site, text or other information without the written consent of Blue Hound Auctions.

- **Online Sales - Terms and Conditions:** Attached hereto are model Online Sales – Terms and Conditions for use by client. At any time during the term of this Agreement, Client may modify the Terms and Conditions. Said substitution modification must be submitted to Blue Hound Auctions in writing no less than thirty (30) days for posting to the Blue Hound Auctions auction site. The Terms and Conditions posted to the Blue Hound Auctions auction site shall not modify, amend or affect the provisions of this Agreement
- **Information and Security:**
  - Client agrees that Blue Hound Auctions is not responsible for the accuracy of information provided to it by seller(s) and/or buyer(s). Blue Hound Auctions will use reasonable efforts to protect information that is on its web site and live venues from inappropriate use and loss.
  - Client grants Blue Hound Auctions a non-exclusive, non-transferable, irrevocable, and royalty-free right to exercise any copyright or publicity rights Client may have in the information it provides to the Blue Hound Auctions. Blue Hound Auctions agrees to use this information only for its intended purpose in support of this Agreement.
- **Interference:** Client will not use any programs, routines, or applications in connection with Blue Hound Auctions that will interfere with the operation of the online software, site, venue or live auction. Specifically, the Client will only communicate with the Blue Hound Auctions online services by using software and applications that Blue Hound Auctions provides or specifically approves in writing. Client or employee of Client may not at any time interfere with the conduct of the sale for any reason unless specifically communicated to Blue Hound Auctions thirty (30) days in advance of the auction date.
- **Proprietary Intellectual Property Exclusivity and Confidentiality:** The proprietary Internet-based auction system, environment, and components (collectively, the “System”) provided by vendor under this Agreement are, and will remain, the exclusive property of the Vendor. The Vendor retains



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and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks of and to the System. The Vendor is providing Blue Hound Auctions a license for said System solely for its own use.

- **Client may not subcontract, sell, lease, transfer, assign or otherwise share said System with any third party.** Client acknowledges that the System constitutes the proprietary and confidential property of the Vendor and agrees not to directly or indirectly use, employ, divulge, disclose, transfer, or communicate to any person, firm, corporation or other entity, in any manner whatsoever, any of the System or documentation/information provided by the Vendor or Blue Hound Auctions. In the event of termination of this Agreement, Client shall promptly return to Blue Hound Auctions or at the option of Blue Hound Auctions destroy, all documentation/information regarding the System.
- **Warranty Disclaimer:** Blue Hound Auctions does not warrant error-free or uninterrupted use of the Vendor service. Blue Hound Auctions and Vendor web sites, services, software and applications are provided without warranty, express or implied, including, but not limited to, any implied warranties for merchantability or fitness for a particular purpose. Blue Hound Auctions, its directors, officers, employees, agents and/or affiliates shall not be liable for any loss of profit and/or any direct, indirect, special, incidental or consequential damages resulting from the services offered herein.
- **Governance:** This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of North Carolina.
- **Counterparts:** This Agreement may be executed in two or more counterparts, each of which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.
- **Non-Exclusive Engagement:** This Agreement is not exclusive. The Client may utilize other disposal approaches, including traditional auctioneer services and sealed bids in addition to Blue Hound Auctions services. However, it is understood and agreed that the Client will not simultaneously





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utilize other disposal approaches and Blue Hound Auctions while an asset is listed on a Blue Hound Auctions auction.

- **Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to its subject matter. Any additions, appendices, or other additional requirements to this agreement shall be in writing and agreed and signed by both parties.

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO.

**Blue Hound Auctions, LLC:**

**Client Name:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Primary Contact Person:  
(Contract Development)

Name: Matthew Price

Title: Auctioneer

Telephone Number (919) 723-1782

Email: matt.price@ebids.com

Primary Contact Person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: (000) 000 – 0000

email: \_\_\_\_\_

Primary Contract Person:  
(Contract Implementation)

Name: Ashley Cherry

Title: Auctioneer

Telephone Number (919) 723-1783

e-mail: ash.cherry@ebids.com



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**Addendum Number One (1)**

Financial Settlement Memo of Understanding

This Memo of Understanding is between Blue Hound Auctions, LLC (“Auctioneer”) having its principal place of business at 5917 Waterworn Court, Fuquay Varina, NC 27526 and \_\_\_\_\_ (“Client”), having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ State and Zip Code.

It is understood the Client wants Blue Hound Auctions to collect all monies due the Client from the winning Bidder and remit the auction proceeds to the Client.

It is understood Blue Hound Auctions will charge the winning Bidder a 13% Buyer’s Premium based on the final sale price of all items sold for online and live auction sales. The Buyer’s Premium will help offset the costs of electronic funds collection, funds reconciliation, charge backs and remittance of funds to the Client.

It is understood the Client is not allowed to charge the winning Bidder an additional “Buyer’s Premium.”

It is understood Blue Hound Auctions will collect all auction proceeds from the winning Bidder, including the 13% “Buyer’s Premium” through PayPal, Credit Card and Wire Transfer.

It is understood the Client will not release a piece of equipment to the winning Bidder until the Client has received verification from Blue Hound Auctions that payment has been received from the winning Bidder.

It is understood Blue Hound Auctions will remit all funds collected, less the 5% Buyer’s Premium to the Client on a weekly basis for all items marked in the Client’s online account as “Paid For/Picked Up.”

It is understood prior to an item being released to the winning Bidder the Client will ensure the winning Bidder or his/her agent has signed a “Bill of Sale” with a



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**Addendum Number One (1) Continued**

notation that the item is sold “As Is, Where Is and without Warranty.” The Bill of Sale will be emailed to Client or will be given to the buyer at the end of the live auction. It is understood that the Bill of Sale may contain the logo or official seal.

It is understood no monies will be remitted to the Client for any equipment released without verification from Blue Hound Auctions of approved payment from the winning Bidder through Cash, Certified Check, PayPal, Credit Card or Wire Transfer.

It is understood the Client will not collect any funds directly from the winning Bidder and if requested to do so, the Client should refer the winning Bidder directly to Blue Hound Auctions for payment instructions.

It is understood Blue Hound Auctions will absorb all cost of Charge Backs by PayPal or a Credit Card Company if an item is released after proper payment notification is received by the Client from Blue Hound Auctions and a signed Bill of Sale is received from the winning Bidder by the Client.

It is understood Blue Hound Auctions will not absorb a Charge Back won by a bidder in those rare occasions where a bidder pays for an item but never picks up the item and subsequently convinces PayPal or the Credit Card Company to charge the amount paid back to Blue Hound Auctions. Since the Client did not lose the item and has the opportunity to resell it, the client agrees to refund the Charge Back amount to Blue Hound Auctions or agrees to allow Blue Hound Auctions to withhold the Charge Back amount from future payments owed the Client.

It is understood that a Blue Hound Auctions Client Services Representative or a Blue Hound Auctions Auctioneer will train the Client on interpretation of the closing statements. There are no additional costs to the Client for this training and support.

Approved for Client:

Approved for Blue Hound Auctions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Date



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**Addendum Number One (1) Continued**

**Please complete payment instructions below:**

Accounting Contact:

\_\_\_\_\_  
Name and Title

E-Mail Address:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Make check Payable to:

\_\_\_\_\_  
Client's Legal Name

Mail Check to:

\_\_\_\_\_  
Street Address or P.O. Box Number

\_\_\_\_\_  
City, State and Zip Code



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**Online Sales – Terms and Conditions**

Your Logo Here

\_\_\_\_\_  
City, State

**Online Sales – Terms and Conditions**

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

**Guaranty Waiver.** All property is offered for sale “AS IS, WHERE IS.” \_\_\_\_\_ (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

**Description Warranty.** Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for errors in description must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of \_\_\_\_\_ shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and Blue Hound Auctions from liability therefore.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details. Live Auction sales have a two (2) hour inspection time before the start of the auction.



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**Online Sales – Terms and Conditions - Continued**

**Consideration of Bid.** \_\_\_\_\_ reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

**Identification:** All bidders are required to be at least 18 years of age.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from Blue Hound Auctions.

**Payment.** Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Company Check (with Bank Letter guaranteeing funds – mandatory)

Checks shall be made payable to: \_\_\_\_\_. Payments shall be made at the location listed in the Buyer's Certificate.

Payment for at Live Auction venues is due at the end of the auction. Acceptable forms of payment are:

- U.S. Currency
- Certified Bank Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – mandatory)

All checks shall be made payable to: \_\_\_\_\_. Payments shall be made at the location listed in the Buyer's Certificate.

**Escrow Payment.** When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller requires a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the Blue Hound Auctions venues. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal



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proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

**Removal.** All online sale items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate, live auction purchases must be removed within 24 hours of sale. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will \_\_\_\_\_ assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description at the venue. Open titles cannot be issued. \_\_\_\_\_ will not issue replacement titles.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

**Acceptance of Terms and Conditions.** By registering and submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on Blue Hound Auctions online venues.



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**Online Sales – Terms and Conditions – Continued**

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the \_\_\_\_\_ may bid on the property listed for auction, so long as they do NOT bid while on duty.





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**Live Auction Sales – Terms and Conditions**

**Registration:** Bidder registration is required for all persons wishing to bid live and online for Blue Hound Auctions events. Any person registering for the auction in person or online will complete a registration or bid sheet.

**Identification:** All bidders are required to be at least 18 years of age.

**Addition or Withdrawal from sale:** Blue Hound Auctions or seller reserves the right to add or remove items prior to auction start.

**Auctioneer/Seller:** The Auctioneer reserves the right to accept or reject any and all bids. However, if a dispute should arise among two or more bidders, the decision of the auctioneer shall become final and absolute.

**Warranties:** All items are As-Is, Where-Is NO WARRANTIES EITHER EXPRESSED OR IMPLIED. Any description of the item by the auctioneer, seller, or any other member does not constitute a warranty.

**Test Drives:** Test Drives or starting any vehicle during the auction is strictly prohibited. Prior to the auction mechanical inspections are encouraged.

**Method of Payment:** Upon becoming a successful bidder, you will be required to pay for the items using any of the following methods:

- U.S. Currency
- Certified Bank Check
- Credit Card issued by United States agency or entity
- Money Order
- Company Check (with Bank Letter guaranteeing funds – mandatory)

**Deposits:** Any deposit you leave will hold the item for you for up to 24 business hours. If the balance is not paid within the 24 business hours your deposit will be forfeited and the item will be resold. All deposits are NON-REFUNDABLE, and NON-TRANSFERABLE.



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**Buyers Premium:** A buyer's premium will be added to the successful bid price and is payable by the purchaser as part of the total purchase price. I acknowledge and agree that a 13% Buyer's Premium will be added to the hammer price. This is regardless of affiliation with any group or organization. I further acknowledge that I am responsible to pay Blue Hound Auctions the aggregate of the hammer price and the Buyer's Premium for such lot(s). All invoices are due and must be paid at the conclusion of the auction. I authorize Blue Hound Auctions to charge my credit card listed provided at registration for all items purchased at this auction, and any future Blue Hound Auction event I may participate in, if not paid in full within 10 calendar days after the close of the auction.

**Reserves:** All items are offered subject to a reserve. The reserve is the confidential minimum price acceptable to the Consignor. During a live auction the auctioneer may open any lot by bidding on behalf of the Consignor and may bid up to the amount of the reserve, by placing successive or consecutive bids for a lot or bids in response to other bidders. Online sales may do the same by employing the use of a starting bid which will commence bidding at or below the reserve price agreed to by the Consignor.