



# FlatRate Moving® Public Auction Terms and Conditions

And

## Bidder Registration Form

99 Evergreen Ave., Newark, New Jersey 07114 (the "Premises")

All potential bidders attending the public auction agree to be bound by these terms and conditions. All potential bidders must fill out and sign a Bidder Registration Form which will be available on the day of the public auction; only registered bidders may enter FlatRate Moving's Premises and participate in the public auction. Potential bidders must be at least 18 years of age and must present a valid driver's license to register. In order to receive a bidding card, including number, bidders will be required to pay a cash bidding card deposit of \$100.00. The bidding card deposit will be returned only after bidder has returned the bidding card as directed, or, if the bidder has purchased room(s)/lot(s), only after each room/lot has been emptied as set forth herein. Bidders will also be required to pay a cash removal deposit of \$100.00 for each room/lot purchased. The removal deposit will be returned only after bidder has completely emptied each room/lot and settled any and all outstanding balances. All room(s)/lot(s) must be emptied within five (5) business days from the day of the public auction. Payment for all items must be made in full by cash or certified check before FlatRate Moving® will provide a bidder with access to the room(s)/lot(s). Payment will not be accepted until all lots have been auctioned. FlatRate Moving® reserves the right to reject any bid or bidder in the best interest of the Seller. All sales are final. Lots or items may be added or deleted without prior notice. A 6.87% Sales Tax will be applied to all sales; bidder is responsible for all applicable taxes as a result of the public auction and resulting sale(s).

All persons entering the Premises acknowledge that the Premises may be potentially hazardous and all persons entering the Premises, by their entry agree that they do so at their own risk. FlatRate Moving® reserves the right to refuse any potential bidder a bidding card, or the privilege of bidding at this auction and to revoke such privilege at any time with or without reason. No carts or bags will be allowed on the Premises during the public auction.

Cloth moving blankets and personal documents, including but not limited to, tax information, birth certificates, wedding certificates, licenses, social security cards, and passports are not part of any sale and must be left with FlatRate Moving. FlatRate Moving® shall not be held responsible for the description, genuineness, authenticity of, or defects in, any lot or any individual item or items within each lot. FlatRate Moving® hereby disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. No sales shall be undone, allowances made, nor deductions or discounts offered, for any reason, including but not limited to, inaccuracies, cataloging errors, and/or unreferenced imperfections. FlatRate Moving® shall not be responsible for stolen or damages lots or items within lots prior to of following sales. It is the responsibility of the Bidder to secure purchased items

If a dispute over a lot or items within a lot arises between Bidders, FlatRate Moving® may choose settle dispute or to resell the lot through public auction. FlatRate Moving®'s decisions shall be final and absolute. The record of sale kept by the FlatRate Moving® will be taken as final in the event of any dispute. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby forever remise, release, acquit, satisfy, and forever discharge Flat Rate Movers, Ltd. and/or its parent corporation, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, as well as each's past and present officers, directors, employees and anyone claiming through them (referred to herein as "FlatRate Moving®"), of and from all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which undersigned ever had, now has, or which any personal representative, successor, heir or assign of the undersigned, hereafter can, shall or may have, against FlatRate Moving, due the public auction or any sales resulting therefrom.

_____	_____
Name (print)	Phone Number
_____	_____
Bidder Number	Email Address
_____	
Bidder Mailing Address	
_____	Date: _____
Entry Signature <i>(the above signed hereby agrees to the terms and conditions above)</i>	

***Purchase Room(s)/Lot(s)***

Room/Lot No.      Price

Room/Lot No.	Price

Total Room/Lot Price: \_\_\_\_\_

6.875% Sales Tax: \_\_\_\_\_

Additional Cash Removal Deposit(s): \_\_\_\_\_

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

**Purchase Signature** *(the above signed hereby agrees to the terms and conditions above)*

***Closing***

Total Paid: \_\_\_\_\_

Room(s)/Lot(s) Cleaned?  **Yes**    *Initials of Authorized Personnel:* \_\_\_\_\_

Bidding Card or Cash Removal Deposit(s) Returned?  **Yes**    *Total Returned Deposit \$:* \_\_\_\_\_

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

**Closing Signature** *(the above signed hereby agrees to the terms and conditions above)*