



**ABSENTEE (PROXY) BID FORM**

I, \_\_\_\_\_, registered as Buyer #, \_\_\_\_\_  
(Print Name) (Office Use Only)

representing, \_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address) (City) (Prov. / State)

\_\_\_\_\_  
(Postal / ZIP) (Phone) (Fax) (Mobile)

\_\_\_\_\_  
(Email Address)

request that in my absence Century Services Corp. will make the following bid(s) for me in their upcoming auction sale,

\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_.  
(Auction Name) (Date of Auction)

**NOTE: A Buyers Premium % amount applicable to this auction will be added to your bid.**

Lot #	Description	Qty	Price/Unit

**NOTE: CREDIT CARD NUMBER REQUIRED TO SUBMIT ANY ABSENTEE BID**

A 25% deposit of Bid amount, including a Buyer's Premium plus all applicable tax, is required to register as an absentee bidder.

Mastercard #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ CVC \_\_\_\_\_

Visa #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_ CVC \_\_\_\_\_

Card Holder Name (as it appears on card): \_\_\_\_\_

The undersigned hereby appoints Century Services Corp. to act as my agent and proxy for the sole purpose of purchasing the above listed asset(s) on my behalf. I acknowledge that I have read and will abide by the Auction, Event Specific and Removal Terms and Conditions set forth in the Auction Catalogue, and further acknowledge and agree that the purchase of the asset(s) will be made in accordance with those Terms and Conditions. Terms and Conditions may be amended by the Auctioneer on the day of sale.

The undersigned acknowledges that applicable sales taxes will apply to the total amount bid.

ABSENTEE BIDDER SIGNATURE: \_\_\_\_\_

## TERMS OF SALE

1. Persons participating in the auction shall be bound by ALL of the following terms and conditions, which are subject to amendments and modifications announced by the Auctioneer at the time of the Auction.
2. All Bidders must be registered immediately upon entering the site. All announcements made on Auction day shall take precedence over previously circulated information. The Auctioneers shall accept the highest bid, the highest bidders shall be the purchaser and no Purchaser shall retract his bid. ALL SALES ARE FINAL. By submitting a bid, the Purchaser affirms that he has inspected all items before bidding and shall be deemed as to having relied entirely upon inspections of goods.
3. No Person shall bid on any lot:
  - (A) Of which he is the owner: or
  - (B) On behalf of any other person who is the owner of the same
4. Any dispute arising as to any bidding shall be settled by the Auctioneers at their sole discretion and, at the Auctioneer's discretion, the Auctioneer may, immediately, put the lot in dispute up again for sale.
5. The Auctioneer reserves the right to sell on behalf of third parties, its own account or on the account of others. The Auctioneer reserves the right to sell subject to reserve and to bid for its own account and for the account of others, whether by verbal or written proxy, all lots are subject to prior sale.
6. The Auctioneers reserve the right to refuse any applicant for a bidding card, the privilege of bidding at this Auction Sale and revoke such privilege at any time.
7. Purchases become the responsibility of and shall be and remain at the risk of the Purchaser immediately upon acceptance of his bid. It shall be the responsibility of the Purchaser to insure his purchase immediately. No Purchaser may assign, transfer or dispose of his rights in any article purchased before he has paid the purchase price in full.
8. All bidding and invoicing will be in the currency announced by the auctioneer. No purchases may be removed until paid in full. All payments must be made by Cash, Credit Card, Debit Card, Cashiers Cheque/Bank Draft and Wire Transfer. No personal cheques. Lots under \$10,000.00 must be paid in full on day of sale. Sample Letter of Guarantee: (BANK) will irrevocably guarantee payment to Century Services Corp. from (Purchaser) up to the amount of \$\_\_\_\_\_ for goods purchased at their auction held on (Date). This guarantee will remain in effect to and including (Date).
9. All applicable taxes will be added to the purchase price of all taxable purchases unless the Purchaser files with the Auctioneers proof of exemption from all such taxes in a form of satisfactory to the Auctioneers.
10. For any major lots as determined by the Auctioneers, the Purchasers shall pay a deposit of 25% of the purchase price on acceptance of his bid and the balance of the purchase price within two (2) working days of the termination of the Auction, **unless otherwise specified**. In default of the deposit by the Purchaser, the Auctioneer may, immediately, put the lot in default up for sale.
11. The Purchaser shall not be entitled to possession of any of his purchases until the total purchase price of all his purchases has been fully paid. In the event the Purchaser fails to pay the full purchase price for any lot within the prescribed time, or fails to comply with any other terms of sale, the Auctioneers shall retain a possessory lien on all lots of the Purchaser and have the right to resell such lots for and on behalf of the Purchaser by public or private sale without notice of any kind to the Purchaser. Should the Auctioneers resell any lot, the proceeds there from (after deducting commission of 30% and any costs) shall be credited to the Purchaser's account and the original Purchaser shall forthwith upon demand, pay to the Auctioneers, as damages, any deficiency arising from the sale.
12. All purchases must be removed from the auction site within the time announced or posted at the sale and all costs, responsibility and risk of such removal shall be borne by the Purchaser, including and without limitation, any environmental damage caused during or as a result of the removal. Purchasers shall comply with all environmental laws and regulations including requirements as to bonding of movers. No claims shall be allowed after removal of purchased article.
13. Rigging/Removal may not begin until payment has been made in full and the auction sale is complete. All heavy rigging requiring the use of forklifts, cranes, etc. whether performed by the customer or a rigging company, must present a certificate of insurance for \$1,000,000 naming Century Services Corp. as the insured. The Auctioneers reserve the right to require proof of adequate insurance coverage from any Purchaser of lots requiring dismantling, rigging or hot cutting. Purchaser agrees to indemnify and save harmless both the seller and the Auctioneers against any damages caused by the acts of the Purchaser and/or his agents in connection with the dismantling or removal of any lot.
14. If for any reason the Purchaser fails to remove any lot within the time specified, the lot shall be abandoned, and the Auctioneers at their sole discretion may resell per clause (10) above, or remove and store the said lot at the Purchaser's sole risk and expense. In addition, Purchaser shall be liable for any rent incurred or damages suffered by the Auctioneers because of the Purchaser's failure to remove any lot.
15. No sale shall be invalidated by reason of any defect or inaccuracy in any of the lots by reason of their being incorrectly described in the listing catalogue or elsewhere and no liability shall be borne by the Auctioneers in respect of any such faults or errors. The listing catalogues have been prepared only as a guide based on information from sources generally believed to be reliable and from the consignor but the accuracy thereof cannot be guaranteed or warranted by the Auctioneers. Bidder acknowledges that it is his responsibility to inspect all equipment and to make his own inquiries.
16. Except herein set out there shall be no guarantees or warranties expressed or implied, statutory or otherwise of any nature whatsoever. Each and every lot will be sold **'as is, where is'**. Specifically, but not to restrict the generality of the foregoing, the Auctioneers make no representation or warranty that any of the lots the subject of the auction:
  - (A) Conform to any safety or pollution standard or to any other standard or requirement of any applicable authority, law or regulation, or
  - (B) Are fit for any particular purpose, or
  - (C) Are merchantable or financeable, or
  - (D) Are of any particular age, year of manufacture, model, make or condition, quality, quantity or location.
17. The Auctioneer assumes no responsibility or any liability once title passes, which occurs at the time of payment in full. Purchasers are advised to prearrange for insurance coverage of their purchase. Where available, documents of transfer, including motor vehicle ownership documents, which are in the possession of the Auctioneer, will be provided to the Purchaser following the auction or as soon thereafter as such documents are available.
18. If, for any reason whatsoever, the Auctioneers are unable to effect delivery of any lot or clear title to the same, or any necessary documentation required in respect of any lot, whether before or after delivery of such lot, the Auctioneers' sole liability, if any, shall be the return of any monies paid on such lot upon return of the particular lot. Any lot the subject of this paragraph shall be returned or surrendered to the Auctioneers forthwith upon demand, such demand to be at the sole option of the Auctioneers.
19. Bidder acknowledges that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances are present, heavy equipment is being operated and electrical circuits may be live. Every person at the auction site before, during and after the auction sale shall be deemed to be there at his own risk with notice of the condition of the premises, the activities on the premises and the conduct of third parties and the Bidder shall so advise his agents and employees. No person shall have any claim against the Auctioneers, their agents, employees or principals for any injuries sustained nor for damages to or loss of property which may occur, from any cause whatsoever.
20. Hazardous or toxic substances may be or may have been contained in the equipment, tanks or vessels that constitute or are included in goods. The Buyer is solely responsible for determining the nature and scope of all risks and without limitation assumes all responsibility and liability in connection therewith.