



Send Completed Form to:
Rinstad Auctions, LLC
 PO Box 7118
 Rochester, MN 55903
 507-206-0496

For Office Use Only	
Date Received:	_____
Fees Paid:	<input type="checkbox"/> Yes <input type="checkbox"/> No Date _____
Bidder #:	_____
Bid limit:	_____

2008 FALL PREMIER AT MALL OF AMERICA®

Bidder Checklist: You must register prior to bidding on an auction lot. No bids will be accepted from unregistered bidders.

- Completed Bidder Agreement with bidder's signature received and accepted by Rinstad Auctions, LLC.
 - Bidders may pre-register by mail or register at the auction site.
 - Bidder registration is FREE before September 1st, 2008. A \$25 fee will be charged to bidders registering after September 1st, 2008.
- A copy of a current driver's license, state ID or passport submitted with this form.
- Registration using one of the following methods of payment:
 - Bank Letter of Guarantee (preferred method).
 - Deposit of \$1,000.
 - Deposit may be cash or a non-charged authorization to a VISA, MasterCard, Discover, or American Express.
 - Cashier's Check made out to Rinstad Auctions LLC equal to the full amount of your desired bid limit.
- Dealers** must provide a copy of a current dealer license and state resale tax ID.
- Consignors** receive complimentary registration and credentials with submission of completed, signed, and accepted consignor's agreement.
 - The approved bid limit is determined by the estimated value of the consigned vehicle (as determined by Rinstad Auctions, LLC).
 Consignors may increase their bid limit by submitting a Bank Letter of Guarantee, Cash Deposit, or Cashier's Check.

BUYER PREMIUM: A buyer premium of 6% will be added to the final sale price of all consigned vehicle lots sold.

PERSONAL INFORMATION <i>Please print or type</i>				
First Name	MI	Last Name		
Home Address	City	State	Zip Code	
Home Phone #	Cell Phone #			
Social Security #	Drivers License #			
Auto Dealership Name (if applicable)	Dealership Phone #			
Dealership Address	City	State	Zip Code	
Dealers License #	State	Sales Tax ID Number	State	
METHOD OF PAYMENT FOR VEHICLES				
<input type="checkbox"/> Bank Letter of Guarantee (original enclosed) <input type="checkbox"/> 10% Cash Deposit (enclosed) <input type="checkbox"/> Cashier's Check (enclosed)				
Desired Bid Limit: \$ _____ Account/Routing # _____				
Bank Name	Bank Contact Name		Direct Phone #	
Bank Address	City	State	Zip Code	

The undersigned hereby authorizes the investigation of credit worthiness and has read and understood the terms and conditions on both pages of this Bidder Agreement. A Buyers commission of 6% of the auction price will be applied and paid for all lots purchased.

Authorized Signature (Please read and sign also under "Terms and Conditions of Purchase") _____ Date _____

Terms and Conditions of Purchase:

1. Rinstad Auctions LLC ("Rinstad Auctions") is merely performing an auction service and is responsible only for the warranties and guarantees set forth herein. Rinstad Auctions is merely the Seller's agent and assumes no liability for any representations made by Seller to the Bidder/Buyer ("Buyer").
2. Buyer acknowledges that he/she is buying property based entirely upon the Buyers or Buyer agents own examination and opinion of a consigned vehicle ("Vehicle"). Each Vehicle is sold "AS IS – WHERE IS". The Buyer is responsible for inspection and verification of condition, authenticity, originality, and completeness of any vehicle purchased. Buyer represents that he/she will conduct any inspections and examinations necessary to satisfy Buyer of all material facts before placing any bid.
3. Rinstad Auctions catalogues every Vehicle based upon information provided by the Seller; however, Rinstad Auctions does not independently verify that information. Any information provided concerning the Vehicle is provided by the Seller and Rinstad Auctions has no obligation to verify or authenticate any such claims. Rinstad Auctions does not inspect any Vehicle, research title documents for any Vehicle, or make any warranties or express any opinions of its own concerning any Vehicle.
4. Neither Rinstad Auctions, or its employees or agents, has given or authorized any other person to give any affirmation, representation, warranty or guarantee concerning any Vehicle.

Buyer acknowledges that they have relied solely upon their own examination of any Vehicle being purchased, and further acknowledges that all Vehicles are sold "AS IS – WHERE IS" and without any warranty of merchantability, fitness for the use intended, and without warranty whatsoever, either express or implied.

→ **Signature X:** _____

5. Payment is required within one hour of purchase unless other terms have been agreed to in writing by Rinstad Auctions.
6. Buyers are required to register and give full identification prior to bidding and are required to use the Bidder Number issued to them in this Auction Bidders Agreement ("Agreement") when identifying themselves as the winning bidder. In the event of sale, invoicing on purchased Vehicles will be made out according to the information listed on the Agreement.
7. All bids at the auction are final. No bid may be retracted by the Buyer during the sale and there is no "cooling off period" after a sale.
8. If you are awarded the final bid and have met the reserve price, ownership changes hands immediately upon the Auctioneer's drop of the gavel and/or declaration of sale. Buyer is responsible for all risk of loss or damage immediately upon purchase of the Vehicle, and Buyers should make their own insurance arrangements prior to the auction date. Rinstad Auctions provides no such insurance for the Buyer upon purchase.
9. If a Buyer fails to comply with the Terms and Conditions of Purchase Rinstad Auctions may, in addition to asserting all rights and remedies available by law, (i) compel specific performance and hold Buyer liable for auction bid price, (ii) cancel the sale and retain as liquidated damages any payment made by the Buyer, (ii) resell the Vehicle at a public auction without reserve or privately after fourteen (14) days written notice to Buyer at Buyer's last known address, holding Buyer liable for all damages and expenses, including but not limited to, any deficiency in the purchase price, cost of shipping and warehousing the Vehicle, the expense of sale, attorney's fees, and commissions, or (v) retain the purchased Vehicle and hold Buyer liable for the difference between the fair market value of the Vehicle and the auction bid price.

A Buyer's premium of 6% of the final bid price is payable by the Buyer to Rinstad Auctions upon the purchase of any and all Vehicles. Buyer understands that they must pay a Buyer's premium for any Vehicle purchased and that said premium is automatically added to the final settlement amount. Buyer is responsible for all federal, city, state, or other taxes due for which the Buyer does not qualify as exempt as determined by Rinstad Auctions. Proof of exemption is the Buyer's responsibility.

→ **Signature X:** _____

Should Buyer default on an auction purchase in any manner, Buyer agrees to pay Rinstad Auctions the full sum of the Buyer's commission (6% of the auction price) and Seller's commission (4% for vehicles consigned with no reserve, 7% for vehicles consigned with reserve). The payment of these commissions in no way releases Buyer from any and all financial responsibility regarding said auction purchase.

→ **Signature X:** _____

10. Dealers must have a current sales tax license and current Dealer License on file with Rinstad Auctions.
11. All Vehicles purchased must be removed from the auction site no later than 1:00 pm on Sunday, September 14th, 2008. If the Vehicle has not been removed prior the deadline, Rinstad Auctions has the right, but not the obligation, to remove and store the Vehicle at the Buyers sole risk and expense.
12. Vehicles not marked as offered without reserve are subject to a minimum reserve price set by the Seller. A reserve sale allows the Seller to set a confidential minimum sale price. If bidding reaches or surpasses this reserve amount, the Vehicle will be sold to the highest bidder. The Auctioneer may bid on the Seller's behalf in an amount not to exceed the Seller's minimum accepted reserve price. Under no circumstances will the Auctioneer place a bid on behalf of the Seller at or above the set minimum reserve price. Sellers have the right to remove the reserve price at any time during the auction whereupon the Vehicle will be offered for absolute sale and sold to the highest bidder at the fall of the gavel. The Auctioneer will duly announce if a reserve has been lifted by the Seller.
13. This Agreement shall be interpreted and enforced under the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbiter without appeal under the rules of commercial arbitration of the American Arbitration Association. Such arbitration shall occur in Rochester, MN unless objected to by either party. If parties cannot mutually agree on a location, the neutral arbiter will determine location.
14. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may be modified only by a written agreement signed by the parties. If one party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given.
15. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.
16. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, labor strikes and/or any other cause beyond the reasonable control of the party whose performance is affected.
17. The Buyer agrees to release Rinstad Auctions and its employees and agents from all liability whatsoever, for any lost, stolen, or damaged properties and agrees to maintain adequate insurance on the purchased property once a valid sale has been completed.
18. The Buyer shall defend, indemnify, and hold harmless, Rinstad Auctions and its employees and agents, against any and all claims, actions, damages, losses, liabilities and expenses arising out of or resulting from this Agreement and the purchase and operation of a Vehicle at the auction.

I acknowledge that I have read, understand, and agree to the Terms and Conditions of Purchase and have signed on all 5 lines of this form.

→ **Signature X:** _____