

**REGISTRATION FORM-CONDITIONS OF SALE**

1. All property is sold "as is - where is" and neither M. Clayton Brown LLC nor the seller makes any expressed or implied warranty or representation as to the condition of any lot offered for sale, and no statement made, whether written or oral, shall constitute such a warranty or representation.
2. The buyer shall be the highest bidder acknowledged by the Auctioneer. The Auctioneer has the right to reject any bid, and in the event of dispute between bidders or any dispute with respect to the highest bidder, to continue the bidding or to re-offer and resell the lot in question.
3. Title to the lot shall pass to the buyer upon the fall of the Auctioneer's hammer and the bidder there upon assumes full risk and responsibility and will pay full price for the said lot.
4. M. Clayton Brown LLC reserves the right to withdraw any lot before or during the sale.
5. The purchase price payable by a buyer shall be the sum of the final bid price plus a premium of 17.5% of the final bid, 15% for payment made by check, wire transfer, or cash.
6. No lot may be removed from the premises until the sale is completed and the buyer has paid the full purchase price.
7. Unless exempt by law, the purchaser will be required to pay all state and local taxes, and if applicable, any federal luxury or other tax, on the total purchase price.
8. All lots are to be paid for and removed from premises no later than 5:00 p.m., Tuesday, December 6, 2011, unless prior arrangements are made. Alternate pick up time are Sunday, December 4, 12pm-5pm, Monday, December 5, 11am-4pm. If not so removed, M. Clayton Brown LLC shall transfer any such lot to a public warehouse for the account, risk and expense of the buyer. The buyer of any item remaining after the said deadline shall incur a minimum charge of \$20.00 per week. Storage and handling charges must be paid before merchandise is released.
9. Bids which are submitted to M. Clayton Brown LLC prior to the auction for execution at or below a specified price, as well as telephone bids, shall be executed by M. Clayton Brown LLC for the convenience of the bidders not present at the auction, but M. Clayton Brown LLC shall not be responsible for failing to execute such bids or for errors relating to its execution of such bids.
10. Terms: Cash, check, AMX, VISA, MC, Discover (2.5% surcharge will be added to all credit card purchases).
11. I agree to waive any claims against M. Clayton Brown and any and all parties who own or lease the building at 5924 Orleans Ave., New Orleans, Louisiana, arising from any injury and/or bodily harm that may occur from previewing and attending the auction at the aforementioned address.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BIDDER INFORMATION (Please Print)**

Paddle Number: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home/ Cell Phone:(    ) \_\_\_\_\_ Business Phone:(    ) \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

Email: \_\_\_\_\_ Resale Tax Number: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

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