



3600 DEEPWATER TERMINAL RD.  
RICHMOND, VA 23234

BIDDER # \_\_\_\_\_

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

Full Name \_\_\_\_\_

Street Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Area Code & Telephone: Daytime \_\_\_\_\_ Home \_\_\_\_\_ Fax \_\_\_\_\_

Driver's License # \_\_\_\_\_ Sales Tax Exemption # \_\_\_\_\_

**REQUIRED: e-mail address:** \_\_\_\_\_  
**\*\*\*NOTE: MOTLEY'S IS CONVERTING TO ELECTRONIC AUCTION NOTICES ONLY.\*\*\***  
**THIS MAY BE THE ONLY WAY TO BE NOTIFIED ABOUT UPCOMING AUCTIONS.**

<b>TITLE INFORMATION</b>	
If Purchasing a Vehicle/Trailer, Who Should Title be Assigned to? _____	
Dealer # (If Applicable) _____	
How do you Wish to Receive Title:	Pickup in Person <input type="checkbox"/> Titles Shipped <input type="checkbox"/> (\$15 flat shipping charge)

**How did you hear about our sale?**

Newspaper	Flyer	Friend	Walk In/Drive By
Sign	Trade Publication	E-mail	Internet
Radio	Other		

**Mailing List Interests**

ANTIQUÉ/ART	CONSTRUCTION/TRUCK	AUTOMOBILES	RESTAURANT
HOUSEHOLD	MACHINERY	MARINE EQUIPMENT	OFFICE SUPPLY
COLLECTIBLES	WOODWORKING	DRILLING EQUIPMENT	REAL ESTATE

**TERMS AND CONDITIONS OF SALE**

- These terms and conditions are not all inclusive. Announcements made from the auction podium take precedence over any previously printed or any other oral statements made.
- Titles will be mailed 10 working days after payment is received. Dominion Virginia Power titles available 10-20 days from date of payment.
- All items are sold "As Is, Where Is," without any warranties or guarantees, either expressed or implied.
- All Sales are Final.
- Payment is accepted by Cash (Sale Day Only), Cashier's Check, Wire Transfer, or Visa/MasterCard/Discover. No personal or business checks accepted without a Bank Letter of Guarantee on Original Bank Letterhead. Purchases of \$1,000 or less are due sale day. For purchases over \$1,000, a 25% deposit or \$1,000, whichever is greater, is due sale day with any remaining balance due within 72 Hours (the Monday following the sale by 5PM) NO EXCEPTIONS! Payment is due day of sale for all Commonwealth of Virginia Items.
- Collusive or pooling of bids will not be tolerated.
- Sales tax will be collected unless an appropriately executed Sales Tax Exemption form is submitted at the time of registration. (Sales tax may be refunded upon prompt completion of tax exemption form.)
- Removal terms are stated on the inside front cover of your catalog. Storage fees, \$10 per day per item, are applicable for items remaining on auction site after removal deadline.
- The undersigned agrees to have full insurance coverage on all equipment or vehicles purchased at this sale and is responsible for any damage in removal of purchases.
- NOTE:** A \$25.00 title processing fee will be charged for each title. Flat \$15 shipping fee per buyer – no shipping charge if title is picked up at sale site.

*I personally guarantee payment and personally agree to and understand all of the terms and conditions of this auction as provided in the auction catalog and on the reverse side of this registration form. I further understand that I am liable for payment of all items purchased on my number and that Motley's Auction & Realty Group. has the right to pursue the legal means necessary to collect any funds due and that I am liable for any costs incurred in the collection of said funds, to include: storage fees, attorney's fees, court cost, insurance, transportation, rigging, etc.*



**CITY OF RICHMOND  
SURPLUS PROPERTY SALE  
CERTIFICATION STATEMENT**

**This statement certifies that I am not an employee of the Department of General Services or of the disposing Department or Agency and I am not an immediate family member of any such employee, and I am not an agent for any City employee. I am not prohibited under the provisions of section 2.1-348 of the Code of Virginia. Entitled "Conflict of Interests", from purchasing City surplus, abandoned or scrap property. It is understood that the City will only issue receipts and titles to the company or individual listed below.**

**(SIGNED)** \_\_\_\_\_, **(DATE)** \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

All persons bidding or otherwise attending auction ("Bidders") acknowledge the following terms and conditions ("Terms and Conditions") and agree to be bound by them.

1. Purchaser Defined. The highest bidder whose bid is accepted by Motley's Auction and Realty Group. ("Motley's" or "Auctioneer"), is the Purchaser ("Purchaser"). The "Purchase Price" shall be the Purchaser's bid as accepted by the Auctioneer, and all items are "Purchased" when the Purchase Price is accepted.
2. ALL SALES ARE FINAL. All bidders are responsible to determine the age, description, condition, and authenticity of all Purchased items. Each item is auctioned "AS IS, WHERE IS, with all faults" in its condition at the time of sale, without any warranties or guarantees, either expressed or implied, and without recourse by way of refund, reduction of the Purchase Price, or otherwise. No purchase will be set aside, nor will Auctioneer be liable, for incorrectness in description, misnomer, errors in cataloging, imperfection, or mislabeling of any item.
3. Catalog. The listing catalog has been prepared only as a guide based on information from sources believed to be reliable, but the accuracy thereof cannot be guaranteed or warranted by Motley's. All hours and miles as stated in the catalog descriptions are as read on the meters and odometers or as provided by owner with no guarantee of accuracy. All announcements from the auction stand on auction day, to the extent that they are different from prior printed material take precedence. Any information provided by Motley's or its representatives, verbal or otherwise, is not guaranteed, to include, but not limited to country of origin or manufacturer. Purchaser acknowledges that all items were available for inspection prior to the auction and that Purchaser relies on his own inspection of the items and not the information listed in the catalog or otherwise provided by Motley's.
4. Disputes. Should a dispute arise between two or more bidders, the Auctioneer may re-open the bidding between the high bidders until the property is Purchased. Should the Auctioneer and a bid assistant (bid spotter) simultaneously recognize conflicting bidders, even if the Auctioneer has announced the item as "sold," the Auctioneer may re-open the bidding between the high bidders until the property is Purchased. The Auctioneer will determine the Purchaser and his decision shall be final and absolute.
5. Risk of Loss. Upon the fall of the hammer, or when the Auctioneer says "sold," risk of loss shall pass to the Purchaser. Motley's accepts no responsibility for any loss or damage to any Purchased item once the hammer falls. It shall be the responsibility of the Purchaser to insure all Purchased items immediately.
6. Buyer's Premium. If a Buyer's Premium is involved, the buyer's premium shall be paid by the Buyer and will be added to the final bid on the item. (See your sale information page).
7. Sales Tax. Sales or Use Taxes will be added to the Purchase Price of all taxable Purchased items. A current sales tax exemption certificate including sales tax exemption number must be presented to avoid paying sales tax.
8. Payment. Purchasers must pay the Purchase Price and another other sums due Motley's in full, or acceptable deposit as stated on the terms in your auction catalog on the day of the auction. Accepted funds include, cash (sale day only); cashier's check; or other certified funds; wire transfers will be accepted when accompanied by a \$1,000 cash deposit or (10%) in cash, whichever is greater; personal or company checks, at time of sale. NO COMPANY OR PERSONAL CHECKS WILL BE ACCEPTED UNLESS ACCOMPANIED BY A CURRENT IRREVOCABLE BANK LETTER OF GUARANTEE (Permanent Bidders exempt). **NO EXCEPTIONS!!!** Purchaser agrees to pay interest at the rate of 24% per annum or the maximum rate permitted by State law, where sale is conducted, on the Purchase Price and any other amounts due Motley's until payment is made in full. Motley's may refuse to allow removal of Purchased items and all property of Purchaser consigned for auction with Motley's until the Purchaser pays all amounts due and owing Motley's.
9. Removal and Storage/Handling Fees. Purchasers must remove all purchased items from the auction site within the time allotted for removal. Purchaser takes full responsibility for the removal of purchased items and holds harmless and indemnifies the consignor and auctioneer for any damage or injury in the moving or dismantling process. Motley's reserves the right to require proof of insurance coverage on any item. If for any reason Purchaser fails to remove any items from the auction site in accordance with this paragraph, including Purchaser's failure to make full and complete payment of all sums due and owing to Motley's, Purchaser agrees to pay Motley's a storage fee of twenty-five dollars (\$25.00) per day, per item, and reasonable handling and maintenance fees and costs of security and insurance. Motley's may hold any such unremoved item(s) and refuse to allow its removal from the auction site until payment of the Purchase Price and all storage fees and costs of security and insurance. Long term storage statement available.
10. Default by Purchaser. In the event Purchaser fails to pay the full Purchase Price of any Purchased items as per these Terms and Conditions, or other amounts due Motley's, Purchaser agrees to pay Motley's a storage fee of twenty-five dollars (\$25.00) per day, per item left at the auction site, and all reasonable handling and maintenance fees and costs of security and insurance. Additionally, Purchaser agrees to grant Motley's a lien on all Purchased items and all property of Purchaser consigned for auction with Motley's, and the proceeds of the sale of such property, until all the Purchase Price and all other sums due Motley's are paid in full. Motley's lien shall include the Purchase Price, all sales and use taxes paid by Motley's, buyer's premiums (if any), transportation and handling fees, storage charges of \$25.00 (per day, per item), costs of security and insurance, and any other amounts due Motley's from Purchaser. In addition, Motley's, at its sole discretion, shall have the right to resell such items by public or private sale at a commission rate of Fifteen (15%) Percent. Purchaser grants Motley's the right to withhold from the proceeds of such resale any and all sums due Motley's. Motley's exercise of its right to resell any items in accordance with this paragraph, shall not prevent Motley's from recovering the Purchase Price or any other amount due Motley's from the Purchaser.
11. Abandoned Property. Motley's may deem abandoned any item left at the auction site more than 30 days after the auction or the time otherwise provided for removal. In addition, Motley's, at its sole discretion, shall have the right to resell such items by public or private sale at a commission rate of Fifteen (15%) Percent. Purchaser grants Motley's the right to withhold from the proceeds of such resale any and all sums due Motley's. Any sum remaining after full and complete payment of all amounts due and owing to Motley's shall be provided to the Purchaser. Motley's exercise of its right to sell any items in accordance with this paragraph, shall not prevent Motley's from recovering the Purchase Price or any other amount due Motley's from the Purchaser. Redemption of any abandoned goods will be allowed after complete payment of the Purchase Price and all other amounts due and owing to Motley's.
12. Titles. All title documents will, if available, be delivered to Purchaser upon complete and final payment of all sums due Motley's or will otherwise be mailed within ten (10) business days of such complete and final payment. Dominion Virginia Power titles available 10-20 days from date of payment. Purchaser shall not alter any purchased item prior to receipt of title. If merchantable title or documents necessary to secure merchantable title are unavailable, Purchaser shall return the item to the auction site. Upon return of the item in the identical condition as at the time of auction, Motley's shall refund Purchaser the Purchase Price and any sales tax collected. Motley's shall not be liable for any other amount, any improvements or repairs, or for any consequential or incidental damages incurred by the Purchaser. A \$25.00 title fee will be charged for each title. Flat \$15 shipping fee per buyer – no shipping charge if title is picked up at sale site.
13. Loading/Unloading of Equipment. Motley's does not provide operators for the loading or unloading of any vehicles or equipment under any circumstances. This is the responsibility of the Purchaser.
14. Withdrawn Property. Motley's reserves the right to withdraw any individual items or to cancel the sale of any items or offer any items in lots of groups. Motley's reserves the right to cancel the entire auction without notice or liability to Motley's.
15. Unauthorized Conduct. Motley's reserves the right to refuse any bidder registration privileges at any auction and/or refuse access to, or remove any person from the auction site for any reason including, but not limited to: 1) tampering with equipment, 2) collusive bidding, 3) stealing, 4) failure to abide by these Terms and Conditions, or 5) intoxication. All Bidders acknowledge Motley's right to refuse access and to remove Bidders for such conduct and agree to leave the auction site upon request by Motley's.
16. Enter at your Own Risk. Bidders acknowledge that an auction site is potentially dangerous and Bidders shall so advise their agents and employees. Bidders enter the auction site at their own risk and expressly agree to indemnify and hold Motley's harmless for any personal injury or property damage which may occur while at the auction site. NO CHILDREN under the age of 16 shall be permitted at the auction site.
17. "Buy Backs". The owner of any item being sold may not bid on that item.
18. Notice. Except for announcements made pursuant to paragraph 3 of these Terms and Conditions, these Terms and Conditions may not be amended in any way, except by a signed, written agreement between Motley's and the Purchaser.
19. Arbitration. Bidders agree that any controversy or claim arising out of or relating to these Terms and Conditions shall be settled by arbitration in Richmond, Virginia, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Bidders agree that Motley's shall be entitled to its reasonable attorneys' fees (25% of any amount awarded to Motley's) incurred in any arbitration or action to enforce or otherwise related to these Terms and Conditions.
20. SHERMAN ANTITRUST ACT. Title 15, Section 1 of the United States Code specifically prohibits any agreements that restrain trade and commerce and declares them to be illegal and a federal felony.  
The law provides: "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is declared to be illegal. Every person who shall make any contract or engage in any combination or conspiracy hereby declared to be illegal shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$10,000,000 if a corporation, or, if any other person, \$350,000, or by imprisonment not exceeding three years, or by both said punishments, in the discretion of the court."
21. Acceptance. Bidding on any items or otherwise attending the auction indicates acceptance of these Terms and Conditions.