



On Line Bidder Registration

Bidders must also have to have an EBay account to bid on line.

Kincaid Distributing Inc dba Randy Kincaid Auction Company
3809 CR 542 East
Lakeland, FL 33801
(863) 666 1977

Buyer Number _____

I have read and accept the terms of sale printed on the attached sheet.

Please Print, sign and fax back to (863) 667-0633

Deadline for registration – June 22, 2006

Company Name _____

Name _____ Ebay name: _____

Street _____

P O Box _____

City _____ State _____ Zip _____


Email _____

Phone _____ Cell phone _____

Are you tax exempt?

_____ *Yes _____ No

*If claiming tax exempt status, state law requires you to have a current sales tax registration on file with us before exempting your purchases.

Sign Here 

Signed by:

Date:

TERMS OF SALE (On Line Bidders)

Identification - All bidders must register their name, and Ebay name, address.

Additions & Withdrawals - The auctioneer may add, withdraw, subdivide, or regroup lots before or during the auction.

Bidder disputes - The auctioneer will have absolute and final authority to decide any dispute between bidders. In the event of a tie bid, the floor bidder will be awarded the win.

Sale by estimated count, measure, or weight - On items sold per unit by estimated count, the billing will be adjusted upon the exact count. Deficiency claims must be presented to the auctioneer before goods leave the premises.

Reserve - The auctioneer may reject any bid or bid on behalf of the seller on lots where there is a reserve.

Condition of items sold - All goods are being sold "as is" without any warranty as to condition or fitness for a particular use. The auctioneer will not be responsible for the accuracy of description, authenticity, or defect in any lot. Bidders or their representatives are to make their own pre-auction inspections and determinations.

Payment - All purchases, along with buyer fees, and applicable taxes, must be paid to the auctioneer or his representative before removal or shipment no later than 5 pm EST, Monday June 26. Any additional charges for shipping or handling must be paid prior to shipment and no later than 5pm EST, Wednesday, June 28.

Packing & Shipping – Buyers will be responsible for all packing and shipping charges related to their purchases plus a 2% service charge.

Registration Deposits: All bidders for vehicles must post a \$10,000 cash or equivalent deposit with Randy Kincaid Auction Trust prior to bidding. *Wire transfer instruction will be provided upon request. Non winning bidder deposits will be mailed back to bidders within 5 business days of the auction.*

Acceptable Payment: Vehicles by wire transfer or cashiers check. Non – Vehicles by PayPal or wire transfer.

Buyers Premium – Vehicles 15% Non-Vehicles 19%

Checks – Cashiers checks or American Express travelers checks that can be verified and drawn on a US Bank will be the only acceptable checks.

Compliance with terms of sale - In the event bills are not paid in full within the time specified, the auctioneer in addition to all other remedies allowed by law, may retain all moneys received as liquidated damages. Lots not paid for and removed within the specified time, may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges for re-sale will be charged to the defaulting purchaser.

Removal - Upon presentation of paid receipt, removal shall be at the expense, liability, and risk of the purchaser. Purchaser will be responsible for any damage to premises or property of others done by him or his agents during the course of removal. Buyer assumes risk of loss or damage to purchases at the time of sale. Auctioneer may, at his option, remove and store items not removed in time specified at the expense and risk of the purchaser. Persons acting in a dangerous manner or violating any law while removing purchase may be expelled from the premises.

Personal and property risk - Persons attending during exhibition, sale or removal of goods, assume all risks of damage to or loss to person and property and specifically release the auctioneer from liability thereof. Neither the auctioneer nor his principal shall be liable by reason of any defect in or condition of the premises on which the sale is held.

Litigation – This auction is being conducted pursuant to a US Federal Court Order of the Middle District of Florida, Tampa Division. Any litigation necessary to resolve disputes will be heard by the presiding Federal Judge in Tampa, FL. In no event, will the seller or auction company be liable to the buyer for any amount greater than the auction sale price of the item(s) in dispute.

Records - The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.

Agency - The auctioneer is acting as agent only and is not responsible for acts of his principals.

Under no circumstances will the auction company or seller be responsible to the bidder for a failure of electronic equipment or electronic communication problems during the auction.

TERMS MAY BE MODIFIED BY ANNOUNCEMENT PRIOR TO AUCTION.

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Thank you,
Randy Kincaid, President
Lic#ab551/au905