

Certified Sales, Inc.
www.YachtSalvage.com

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 Mendon, MA 01756
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 Fax: (508) 473-2021

320 Winningham Road
 St. George, SC 29477
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BID FORM

STOCK #: _____ LENGTH _____
 MAKE _____
 MODEL _____
 YEAR _____
 SERIAL or HULL # _____

Product	
<input type="checkbox"/> Boat	<input type="checkbox"/> Miscell.
<input type="checkbox"/> RV	<input type="checkbox"/> Engines
<input type="checkbox"/> Motorcycle	
<input type="checkbox"/> Heavy Equip.	

Buyer Name _____
 Address _____ City _____
 State _____ Zip Code _____ Country _____

E-mail _____
 Work Phone # _____ Home Phone # _____
 Cell Phone # _____ Fax # _____

**ALL Products owned or brokered by Certified Sales, Inc, or its associate's is sold AS - IS, WHERE - IS
NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.**

No verbal agreement can be applied to the sale of this product.
 Particulars believed to be correct but not guaranteed.

Our Bid, Guaranteed for thirty days, Is \$ _____

Signature _____ Date _____

- * Bids under \$10,000 require a \$100 good faith deposit returned if bid not accepted *
- * Bids over \$10,000 require a \$1,000 good faith deposit, returned if bid not accepted *
- * Bids over \$100,000 require a \$10,000 good faith deposit, returned if bid not accepted *

If your deposit is not received by the closing date, you will not receive any phone calls to participate in the bidding process.

***** GOOD FAITH DEPOSIT NOT REFUNDABLE FOR 30 DAYS UNLESS BOAT IS SOLD.*****

Mail the original bid along with your check to the appropriate address above..

You must fax a copy of this completed form to the appropriate office to assure notice of bid prior to mailing.

Full payment is required within 24 hours of notice of successful bid (accepted offer);
 or bid deposit is forfeited and boat will be RESOLD. The payment must be made by Certified Bank Check or Wire Transfer.

No exceptions.

TAXES: Every state is different. The buyer is responsible for any taxes which may apply to the purchase and use of this product. Buyer is responsible for storage after 5th day after winning bid is accepted.

* Title will not be transferred until boat is picked up from storage yard. *

Office use Only

Deposit	\$ _____	<input type="checkbox"/> Cash
Date Received	_____	<input type="checkbox"/> Check # _____
Date Returned	_____	<input type="checkbox"/> Credit Card # _____
Tax Registration #	_____	
If Dealer, Number	_____	Dealer Tax Number: _____
Contact Person	<input type="checkbox"/> Brian <input type="checkbox"/> Jeff <input type="checkbox"/> Mike <input type="checkbox"/> Ron <input type="checkbox"/> Other _____	

License. Certified Sales, Inc. grants the user a limited, non-exclusive license to access the information contained on YachtSalvage.com By Registering with Certified Sales, Inc., the Buyer agrees that the services provided by Certified Sales, Inc. Shall be governed by these Terms and Conditions.

Eligibility to Participate. The Service is available only to individuals who have reached the age of majority in his/her province, territory, jurisdiction or state of residence and who can form legally binding contracts under applicable law. If you do not qualify, you may not use the Service. Certified Sales Inc. may refuse access to the Service or any part of the Service to anyone at any time, at its sole and absolute discretion.

Buyer's acknowledgement of Certified Sales, Inc and/or Yacht Salvage. Adjusters in their capacity as Claims Department employees of their respective insurance companies and individuals who may arrange for brokerage to "Certified Sales" to undertake the selling of their boat/yacht or mercantile property. As a matter of convenience the broker's name, "Certified Sales, Inc" may be placed on the appropriate document. The purpose of placing the broker's name, "Certified Sales, Inc." is not any indication whatsoever of ownership, but rather as an accommodation to accomplish the ultimate transfer of the boat/yacht or mercantile property being sold. In the normal practice the insured, adjuster or individual will sign the appropriate documents of ownership so that the sale of the boat/yacht or mercantile property can be transferred from Seller to Buyer.

Any claim whatsoever must be with the SELLER, being the respective insured, insurance company or original individual owner of the boat/yacht or mercantile property.

Limitation of Liability. Certified Sales, Inc. maximum liability for the breach of any obligation in connection with this Agreement or the Sales, and any and all damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by the Buyer or any other person or entity in connection with this Agreement or the Sales, shall be limited to the amounts actually received by Certified Sales, Inc. as compensation from the Seller.

Warranty Disclaimer. The Buyer's purchase of the Vessel, and his or her acceptance of delivery(storage is paid thru 5 day after winning bid is accepted), is on an "AS IS, WHERE IS" basis with all faults and without any warranty of any kind, either expressed or implied, regarding its merchantability or fitness for any particular purpose or use. The Buyer acknowledges that Certified Sales, Inc. makes no warranties or representations of any kind, either express or implied, regarding the condition, construction, design, seaworthiness, or suitability of the Vessel or any of its component parts or equipment, including, without limitation, the Vessel's propulsion engines or auxiliary machinery.

Inspection Warranty. The Buyer acknowledges that either (i) he or she has inspected the Vessel, and in purchasing it the Buyer relies upon his or her own inspection; or (ii) he or she has had the opportunity to inspect the Vessel and has elected to forego such inspection.

Content Disclaimer. Certified Sales, Inc. attempts to be as accurate as possible with the content of its listings. Certified Sales, Inc., however, does not warrant or represent that the content of its listings is accurate, complete, error-free or reliable. The Buyer agrees that he or she is solely responsible for verifying the information through inspection of the Vessel and/or other independent means.

Governing Law; Venue and Forum. This Agreement shall be governed and construed, and its performance shall be determined, in accordance with the internal laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. The parties irrevocably consent and submit to the jurisdiction of the federal and state courts sitting in Worcester County, Massachusetts, and waive any objection to the laying of venue or inconvenient forum in any suit, action or proceeding brought in said courts to enforce the terms and provisions hereof. **DISPUTE RESOLUTION.** Any claim must be settled thru arbitration.

Fees.

Buyer Premium Fee of 8% over sale price. A \$95.00 fee will be added to the sale of all boats, yachts or vehicles to cover the cost of Title and / or Document transfer preparation and Archive record keeping. Requests for reproduction of lost document(s) or other research requested by a buyer or subsequent buyer will be billed in advance at \$65.00 per hour, with a minimum prepay of \$95.00 to cover the first 1.5 hours. Any Federal, State and/or Municipal fees are the sole responsibility of the requesting person.

Taxes Due(if any). There are, in most cases, taxes of some type due and are based on Date of Purchase, Country or USA State of destination. Certified Sales, Inc., YachtSalvage.com or any of its associates do not accept any responsibility to determine whether any taxes are due on said purchase. Certified Sales, Inc., YachtSalvage.com or any of its associates assume no liability for non-payment of any and all types of tax that may apply. IT IS YOUR RESPONSIBILITY to report to the taxing authority and find all taxes that are due on this transaction. In most cases Taxes will be due at time of Titling or Documentation and/or both. Timely attention to this will avoid any penalty for late Titling or Documentation or both.

Payment and Removal of boat. Once payment (including fees) is received, Buyer will be emailed a Bill of Sale for their signature. This must be emailed or faxed back to Certified Sales. Storage is covered the first **5 business days** after bidding ends; the Buyer must contact Storage Yard to make arrangements for further storage or removal of the boat. This all must be done within 30 business days of bidding ending, otherwise the boat will be considered abandoned. The Buyer's full payment is forfeited and Certified Sales has the right to resell the vessel.

Antigua and Barbuda:

- 1) All sales are "AS IS, WHERE IS" basis at Antigua and Barbuda without any warranty or representation by Certified Sales, Inc. whatsoever, express or implied, as to the design, quality, condition, merchantability or seaworthiness, or as to the fitness of the yachts or the equipment and appurtenances thereon for any particular purpose or trade, and the Bills of Sale referred shall provide.
- 2) We direct bidders to inspect the yachts before purchase and to ensure that no advice from the storage yard or its employees will be provided unless the storage yard agrees to be hired by the bidder to provide repair services.

Acknowledged and agreed by
Buyer and/or bidder Signature _____

Fees

Fees Description	Amount
Buyer Premium Fee	8% of Sale Price
Title and Documentation Transfer Preparation and archive record keeping	\$ 95.00
Reproduction of lost documents or other search *With a minimum prepay of \$95.00	\$ 65.00 per hour
Wire Transfer Fee (inside USA)	\$ 30.00
Wire Transfer Fee (outside USA)	\$ 40.00
5 days free storage after winning bid is accepted, buyers responsibility thereafter.	
Mendon Yard	Amount
Loading Fee	\$ 10.00 Per foot
Storage Fee	\$ 20.00 Per day
10 days free storage after winning bid is accepted, buyers responsibility thereafter.	