

BOAT MUSEUM Auction Bidding Terms and Conditions

PRODUCT REPRESENTATION AND WARRANTIES

All items in this auction are sold in “as is” condition. Neither the New Hampshire Boat Museum (NHBM) nor the auctioneer(s) make any representation to bidders as to the operational nature, genuineness of original parts, motor hours or mileage, restoration, provenance or any written or stated material facts pertaining to these items. The seller has provided any information used in the description of the items being sold. Any warranty, if offered, shall be in writing by the seller and shall be between the winning bidder and the seller. All bidders will bid based on their assessment, inspection, knowledge and opinion of the value of the item. NHBM and the auctioneer(s) do not inspect, assess or confirm the descriptions, conditions or representations made by sellers.

EXECUTION OF RESERVES

Unless otherwise stated, each item is offered with a reserve set by the seller. Reserve amounts will not be disclosed to bidders until the reserve has been met. The auctioneer reserves the right to bid up to but not exceeding the reserve on behalf of the seller.

RECOGNITION OF WINNING BIDDER

The auctioneer shall acknowledge the highest bidder as the purchaser of each item offered, providing that the reserve has been met. In the event of a disputed bid, the auctioneer shall have the sole authority to determine the winning bidder. The auctioneer may accept bids from properly registered live bidders as well as refuse to accept any bids deemed inappropriate.

OWNERSHIP AND TITLE

Ownership is transferred from the seller to the buyer when the auctioneer accepts the highest bid. Providing that proper payment is made, title, when applicable, may then take place between seller and buyer. In no event shall NHBM or the auctioneer(s) guarantee title.

SALES TAX

New Hampshire does not have a state sales tax.

BUYER’S PREMIUM

A buyer’s premium of 15% will be added to the total sale price of all boats, cars, motors, and collectibles sold in this auction. Any buyer’s premium collected as a result of the sale of these consignments shall belong to NHBM.

PAYMENT

Payment must be guaranteed in full the day of the auction. Payment options include:

- Cash (3% discount of buyer’s premium)
- Cashier’s Check/Bank Check (3% discount of buyer’s premium)
- Personal/business check guaranteed by an irrevocable letter of credit
- Credit Cards – for purchases \$5,000 or less

Buyers are prohibited from suspending or deferring payments; any stop payment order on a purchased lot or any account drawn on with insufficient funds shall represent irrefutable proof or intent to commit fraud at the auction.

REMOVAL OF SOLD ITEMS

Upon successful payment, all boats, vehicles or items shall be removed from the sale area by purchaser at his/her expense no later than one week following the sale. If not removed by end of sale day, the Museum may relocate the property to a nearby storage facility at the expense of the purchaser unless prior arrangements have been made with NHBM.

INSURANCE AGAINST LOSS OR DAMAGE

Insurance against all perils and loss must be provided by the buyer if such protection is desired. In no event does the auctioneer or NHBM assume any liability for a buyer’s boat, vehicle or items.

GENERAL TERMS

Bidding on any article(s) in this auction indicates an acceptance to the terms and conditions of sale stated herein. Any litigation resulting from a dispute as a result of this auction shall be settled in a court within the State of New Hampshire. This auction is conducted in accordance to the State of New Hampshire rules for auctioneers 100-500, RSA 311:B, RSA 358:G, and the Uniform Commercial Code (UCC) RSA 382-A. State Board of Auctioneers c/o Secretary of State, State House, Concord, NH 03301.

MEDIA

Bidders’ participation in New England Vintage Boat and Car Auction is an affirmative consent or “opt-in” to receive future communication from NHBM. Bidders consent to NHBM using bidders’ and guests’ image, voice and likeness in any and all types of media.

Bidder Fees and Registration costs \$10 (Free for NHBM Members). Bidders can pre-register online at www.nhbm.org/auction or in person on preview day or morning of auction. Registration admits two adults to the Museum and includes two seats in the reserved bidder’s section. Bidder numbers and auction manifests will be available on preview day.

My signature (below) assures New Hampshire Boat Museum that I agree to the AUCTION BIDDING TERMS AND CONDITIONS listed on this form.

BIDDER’S AGREEMENT (SIGNATURE)

DATE

REGISTRAR

DATE