

**Certified Sales, Inc.**  
[www.yachtsalvage.com](http://www.yachtsalvage.com)

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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.

|   |
|---|
| <b>Our Bid, Guaranteed for thirty days, is \$</b> _____ |
| 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 auction.  
**\*\*\* 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"/> Tim |

**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.**

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.

Acknowledged and agreed by  
Buyer and/or bidder Signature \_\_\_\_\_