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AB# 1704

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The Estate of Steven Byrd Auction  
January 14, 2007 Firearms

**Required Bidder Information:**

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

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Office Phone \_\_\_\_\_

Mobile Phone \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address \_\_\_\_\_

Driver's License \_\_\_\_\_

DL State/Country \_\_\_\_\_

Date of Birth \_\_\_\_\_

Resale Tax # \_\_\_\_\_

**BIDDER REGISTRATION:**

Parts - \$100.00 – Cash or Cashier's Check Refundable At Any Time If No Purchases Are Made or Applied Towards Your Purchases. Valid Driver's License Required.

Guns - \$200.00 – Cash or Cashier's Check Refundable At Any Time If No Purchases Are Made or Applied Towards Your Purchases. Valid Driver's License Required.

**BUYERS PREMIUM:**

There will be a 15% Buyers Premium added to the final bid of each lot purchased.

\_\_\_\_\_  
**Bidder Number**

**TERMS & CONDITIONS OF PURCHASE:**

Please ensure that you have read and understood these terms and conditions prior to bidding:

1. All sales are final. No bidder may retract a bid made during the sale for any reason.
2. Payment of ten percent (10%) of the purchase price is due immediately upon the auctioneer's declaration of sale or prior to leaving site sale day in the form of Cash or Cashier's Check. The balance is due in full on or before 5:00 pm of the next business day following the auction sale. All payments must be in the form of cash or certified funds unless other arrangements have been approved in advance.
3. All sales are "as is" and "where is". Bidder is responsible for inspections and verification of condition, authenticity, and completeness of any lot purchased. No warranties or representations of any type whatsoever are made by Lauro Auctioneers. Statements printed in catalogs, brochures, signs, window cards and verbal statements made by auctioneers or auction staff are representations made by the seller and Lauro Auctioneers has no obligation to verify or authenticate any such claims or representations. Any announcements made at the time of sale supercede any earlier printed information.
4. Buyer is responsible for all risk of loss or damage immediately upon purchase of the item. All items purchased must be removed from the auction site at the buyer's expense within 3 business days following the sale. If not removed within 3 business days following the sale, Lauro Auctioneers will remove the items with all costs of moving and storage to be paid by the buyer.
5. Final bid price does not include the 15% buyer's premium or applicable taxes on each lot purchased. Buyer is responsible to pay all city, state or other taxes due for which the buyer does not qualify as exempt. Proof of exemption is buyer's responsibility.
6. The Auctioneer reserves the right to group, break or withdraw lots. The Auctioneer shall have absolute discretion in case of a disputed lot and reserves the right to reopen the bidding on such disputed lots.
7. Any person who bids in bad faith or disrupts the auction may be restricted from bidding and/or required to leave the auction site.
8. The Auctioneer, at their sole discretion, may reject any nominal or fractional bid advances in order to maintain the flow of the auction.
9. Any and all Bidders and/or Sellers have the right to protected identities during the auction, if desired.
10. All items are sold by the piece times the bid price. No claims or shortages of any nature will be recognized after removal.
11. Bills must be paid in full and property removed by the times specified or the Auctioneer and/or Seller reserve the right, in addition to other remedies, including without limitation to enforce any or all of the following remedies at its sole discretion:
  - a) Hold the purchaser liable for the bid price.
  - b) Cancel the specific sale, retaining any and all payments made by the Purchaser as liquidated damages.
  - c) Resell the property, without notice, at public or private sale. In such event, the original Purchaser shall be liable for any deficiency, sale costs, commission, storage and any extra expenses, including attorney's fees.

In all of the above, the defaulting Purchaser will be solely responsible for the legal fees of both parties, if applicable. Venue for any litigation is agreed to be in Broward County, Florida.

12. All purchases of firearms must be processed from Lauro Auctioneers through our Federal Firearms Licensed Broker to another Federal Firearms Licensed individual, broker or dealer. There is a \$35.00 per firearm processing fee that will be charged for each firearm you purchase. Make certain that you have made arrangements in place before you purchase a firearm. Lauro Auctioneers will have available a FFL holder on-site to assist with the legal transfer of firearms. A 3-day waiting period is mandatory for modern handguns, a 24-hour waiting period on modern longarms. Dealers and out-of-state buyers must have in their possession on the day of sale, signed copies of their Federal Firearms License in order to accept same-day delivery of modern weapons. Buyers who act as agents for FFL dealers must have a letter of agency as well as an original signed copy of the dealers Federal Firearms License (FFL).

13. Lauro Auctioneers makes no warranties or representations whatsoever and no employee or consultant of Lauro Auctioneers has the authority to do otherwise, concerning the operation of firing condition, fitness for use, safety to store, or reliability, of any firearm, ammunition, or parts. Use of any firearm or ammunition purchased at Lauro Auctioneers is entirely at the user's risk. We strongly recommend that all weapons, ammunition, etc. purchased at auction be examined by a competent gunsmith. Lauro Auctioneers expressly disclaims any liability whatsoever for accident, injury or damage resulting to any person from the storage or subsequent use of any such lot.

**ACCURACY:**

Although every effort is made to ensure the accuracy of the information contained in this catalog, such information is provided by the seller and may not be verified by Lauro Auctioneers prior to the sale time. Any additional information or corrections known at sale time will be announced by the auctioneer. Please note that although every effort is made to provide complete and accurate information regarding each lot offered, buyers are advised to rely upon their own inspections as all sales are made on an "as is, where is basis". Lauro Auctioneers accepts no responsibility for the condition of any items offered.

Thank you for attending another Lauro Auction!

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OUTLINED ABOVE.**

**Print Name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_