

# Blue Mountain Clinic Off The Rack 2012 Auction

## Official Rules and Conditions of Sale

1. By participating in the BMC Off The Rack 2012 Auction (the "Auction") you acknowledge that you have read, understand and accept these Official Rules and Conditions of Sale ("Rules") of the Auction. Please note that all transactions conducted through the Auction are governed by the Rules herein. The Rules also form a legal agreement between the Buyer, being a Bidder who has bid the highest price for an item and otherwise met any reserve price thresholds, and the Auction Committee (employees and volunteers of BMC).
2. The Auction is open to persons 18 years of age and older. Employees and representatives of Auction Item Donors participating in the Auction, their immediate families and those with whom such employees and representatives are domiciled, may bid but not on items that are provided by the Auction Item Donor with which they are associated.
3. Bidding is in person or by proxy only. You must ensure that you know and understand all details and financing related to the item(s) prior to bidding. Before you can bid, you must first complete a Bid Registration Form or a Proxy Bid Form at the Auction or by contacting Amanda Patel, Off The Rack 2012 Auction Coordinator at 406-370-7659 or at [bmc.auctionbids@gmail.com](mailto:bmc.auctionbids@gmail.com). Each Bidder will be required to sign a disclaimer stating that you have read, understand and accept the Rules of the Auction. Only paddle bids will be recognized. You will receive a paddle displaying your bid number when you register to bid. Please see Proxy Bidding Rules and Instructions beginning in Section 20 below.
4. The Auction commences February 4, 2011 at 6:30 p.m. The Auction will close once all bidding activity has stopped.
5. All items to be offered for sale in the Auction, and a description of each item, will be listed in the Auction Catalog. BMC is not responsible for the accuracy of the descriptions of the items, nor does BMC accept responsibility for, and expressly denies liability of, any warranty or description stated therein. Statements made are not to be construed as co-joined by BMC in any implicit or explicit approval, sponsorship, endorsement or guarantee.
6. Although items are listed in the catalog as being available for bidding, the Auction Coordinator reserves the right to remove items from bidding at any time, for any reason.
7. The Auctioneer is the only party allowed to determine that a bid has been placed. If an auctioneer misses a bid, the missed party has no right to have the bid reinstated. In the event of a dispute between Bidders or in the event of doubt as to the validity of any bid, the Auctioneer will have final say to determine the successful Bidder.
8. If you are the highest Bidder, you are obligated to complete the transaction with BMC and to pay the price you bid for the item immediately following the auction. BMC bears no responsibility for late, lost, misdirected or undelivered items, or items which are damaged before, during or after shipping.
9. You should also know that bidding on an item is an irrevocable offer to buy the item at the price bid.  
You cannot retract a bid if:
  - You have placed bids on a similar item.
  - You have changed your mind.
  - You state that you cannot pay for the item.
10. At the close of the Auction, Buyers who bid by proxy will be notified by the Auction Coordinator. If a Buyer cannot be contacted by telephone or email within two (2) days of contact first being initiated by the Auction Coordinator, BMC reserves the right to disqualify that Buyer (who shall have no further recourse) and deem the next highest Bidder to be the Buyer.
11. If the Buyer fails to comply with all conditions of sale, including the obligation to make full payment of the total purchase price within the time limits and terms set out herein, in addition to all other remedies available to BMC, BMC may cancel the sale and re-offer the item or sell it privately and hold the Buyer liable for any costs or losses associated therewith.
12. Upon payment, Buyers will be given a packet of instructions on how to obtain their item(s). All delivery or pick-up arrangements and use by dates, if applicable, must be made with the Auction Item Donor and must be completed in the time frame specified in the packet. BMC is not responsible for missed deadlines or expiration dates.
13. Should the Buyer, in his/her discretion, choose to purchase any additional items and/or services from the Auction Item Donor, such as an extended stay, then the cost of such services shall be in addition to the total purchase price for the item and shall be payable directly to the Auction Item Donor.
14. BMC is committed to protecting your privacy. Personal information collected from you in the course of the Auction will be used by BMC for the purposes of administering the Auction or as required or permitted by law. Such personal information may be disclosed to any Auction Item Donor whose item(s) you purchase for the purposes of completing the sale or may be disclosed as required or permitted by law. BMC is not responsible for the collection, use or disclosure of personal information by Auction Item Donors.
15. BMC is responsible only for the administration of the Auction. You are welcome and encouraged to view Auction items at the Auction Item Donors' websites or premises prior to the Auction and to ensure that you are satisfied with price and quality of the items prior to placing a bid on said items.

16. BMC and its affiliates will not be liable for any damages of any kind including without limitation direct, indirect, incidental, punitive and consequential damages arising out of or in connection with participation in the Auction or item(s) purchased or obtained through the Auction.

17. BMC reserves the right, in its sole discretion and without notice, to extend, terminate or modify the Auction and/or Rules at any time. BMC shall not be liable to any user, member, Auction Item Donor or Buyer, in tort or in contract, should BMC exercise its right to modify or discontinue the Auction.

18. The Auction is governed by and construed in accordance with the laws of the State of Montana.

19. **Release and Indemnification:** You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against BMC, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives which are connected with, relate to or are incidental to any transaction. You agree to indemnify and hold BMC, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms of use or your violation of any law or the rights of a third party.

## 20. Proxy Bidding Rules and Instructions

**Definition:** A Proxy Bid is an absentee bid on a purchase for which one of our Auction Staff will bid for you in your place. Your bid will go through the standard bidding process. Our Auction representative will go up to, but no higher than your top bid, trying of course to purchase the item(s) for less than your maximum bid if possible.

**a. Rules:** Individuals can submit a *bid by proxy* by contacting Amanda Patel, Off The Rack 2012 Auction Coordinator—406-370-7659 or [bmc.auctionbids@gmail.com](mailto:bmc.auctionbids@gmail.com), with the maximum amount you are willing to bid for each item. Only you and the Auction Coordinator know your maximum bid. You will be required to secure your maximum bid with a credit card prior to the Auction. If you are the highest Bidder for any given item at the end of the Auction, your credit card will be charged immediately and you may pick up your item(s) at Blue Mountain Clinic within five (5) working days.

The Auction Staff will place bids on your behalf at the lowest level possible to make you the high Bidder for the item. For example, if someone outbids you, the Auction Committee will place a bid on your behalf that is higher than the previous bid by \$100.

The Auction Staff will continue to process bids in this fashion unless/until one of three things happens:

- (1) No other bids are higher than yours;
- (2) Your maximum bid is reached; or
- (3) You are declared the successful Bidder at the end of the Auction Period.

For all items, the Auction Coordinator will set an Opening (minimum) Bid for each item. In the event that there are no bids for an item equal to or greater than the opening bid amount when the Auction ends, the item will not be sold. The Opening Bid Amounts are fixed values that have been set by the Auction Coordinator and will not be altered after bidding is under way. This proxy procedure relieves you of having to attend the Auction.

Successful Bidders only will be contacted. This will be done as soon as possible, either the day of the sale or by 5 p.m. Monday, February 6<sup>th</sup>. Any questions or information regarding your successful bid should be addressed at that time.

BMC is not responsible for any bids that are lost, misdirected, incomplete or illegible, or for failed, partial or garbled computer transmissions, or for technical failures of any kind including, but not limited to, malfunctioning of any network, hardware or software, which may limit a Bidder's ability to participate in the Auction. Proof of sending will not be proof of receipt by BMC.

**Payment:** If you are the successful Bidder, your credit card will be charged immediately following Auctioning of your item(s). **Note:** The maximum bid that you submit may not necessarily be the price you pay if you are the successful Bidder – you may pay less, but never more. Choose your maximum carefully, as you will be legally required to pay that price if it is the final highest bid. Once the lowest successful bid price rises above your maximum bid, you are out of the running for the items offered.

### Instructions on how to Proxy Bid:

1. Fill out a Proxy Bid Form **completely**.

**Auction Item #'s:** It is required that we have an Auction item # for each item to be bid on. These are found in the Auction Catalog obtained through Amanda Patel, Off The Rack 2012 Auction Coordinator--406-829-5219, [bmc.auctionbids@gmail.com](mailto:bmc.auctionbids@gmail.com) or online at [www.bluemountainclinic.org](http://www.bluemountainclinic.org).

**Auction Item Description:** Please fill in the Auction Item title as shown in the Auction Catalog.

**Maximum Bid:** This is the maximum amount that you authorize the Auction Staff to bid to on your behalf.

2. To ensure timely receipt of your bid:

**Email to [bmc.auctionbids@gmail.com](mailto:bmc.auctionbids@gmail.com)** a copy of the Proxy Bid Form **no later than noon Friday, February 3, 2012**. **Do not** send a credit card number via email. Please contact Amanda Patel directly at 406-370-7659 with your credit card number.