

**SEALED BID FORM**  
**LITTLE JOHN'S AUCTION SERVICE**  
**A DIVISION OF LITTLE JOHN'S ANTIQUE ARMS, INC.**

John R. Gangel, Auctioneer . California Bond #7154625

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: home: (\_\_\_\_\_) \_\_\_\_\_ work: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_ Driver's License: \_\_\_\_\_

**IS YOUR PURCHASE FOR RESALE?** Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby certify that all tangible personal property purchased by me will be for resale and is not subject to Calif. State Sales Tax. I

hereby certify that I hold Seller's Permit Number: \_\_\_\_\_

**SEALED BID AGREEMENT**

1. I, the undersigned, agree to be bound by all of the Terms and Conditions of Sale located in the Little John's Auction Service (Little John's) Catalogue as well as all Terms and Conditions of Sale contained in this Sealed Bid Agreement.

2. Little John's is hereby authorized on my behalf to bid on the items I have listed on the back of this Sealed Bid Form up to the price I have written next to each item. Little John's is to obtain the item(s) as low as possible subject to the bids presented at the time of the auction, but my bid is not to exceed the price I have written next to the item on the back of this Sealed Bid Form.

3. I agree to indemnify and hold Little John's harmless from any loss, damage, error, and/or omission that occurs during the auction as it pertains to my Sealed Bid Form. I understand that Little John's assumes no responsibility whatsoever for any failure in executing my bids for any reason whatsoever. I further understand that there is no guarantee and no warranty as to any of the items upon which I wish to bid and that if I am a successful bidder I am purchasing these items as is and where is with no warranties and/or guarantees of any kind from Little John's.

4. I understand that if my bid is successful, the final purchase price will be the sum of the final bid and a premium of 12% of the final bid together with any taxes due on the purchase. Thus, I understand and agree that the price I have stated on the back of the Sealed Bid Form may be increased in an amount equal to 12% Buyer's Premium and any taxed due on any of my purchases. If I am the successful bidder a member of Little John's staff will be contacting me no later than 24 hours after my successful bid. I agree to pay in full any and all moneys due Little John's within 72 hours of the completion of this auction and to arrange for the immediate removal of my purchased merchandise.

5. I agree to submit a deposit to Little John's for all items listed by me on the Sealed Bid Form unless I have received written approval from Little John's to bid without a deposit. I agree and understand that if I do not pay in full for the items on which my bid was successful within 72 hours of this auction, I will be subject to pay a late fee of 2% per month on all unpaid balances.

6. I have read all of the Terms and Conditions of Sale found in the front of this catalogue. I agree to be bound by all the Terms and Conditions of Sale as listed in the front of this catalogue and make this sealed bid subject to and bound by the terms of these Terms and Conditions of Sale. I incorporate within this Sealed Bid Form the Terms and Conditions of Sale as stated in the front of this catalogue.

7. Buyer and Little John's agree to mediate any dispute or claim arising between them out of this auction or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through Mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. BUYER AND LITTLE JOHN'S AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AUCTION OR ANY RESULTING TRANSACTION, WHICH IS NOT SETTLED THROUGH MEDIATION, SHALL BE DECIDED BY A NEUTRAL BINDING ARBITRATION BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, ORANGE COUNTY, CALIFORNIA. THE ARBITRATOR SHALL BE A RETIRED JUDGE OR JUSTICE, UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT ARBITRATOR, WHO SHALL RENDER AN AWARD IN ACCORDANCE WITH SUBSTANTIVE CALIFORNIA LAW. THE PARTIES SHALL HAVE THE RIGHT TO DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE SECTION 1283.05. IN ALL OTHER RESPECTS THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH TITLE NINE OF PART THREE OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.





**TELEPHONE BID FORM**  
**LITTLE JOHN'S AUCTION SERVICE**  
**A DIVISION OF LITTLE JOHN'S ANTIQUE ARMS, INC.**

John R. Gangel, Auctioneer . California Bond #7154625

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: home: (\_\_\_\_\_) \_\_\_\_\_ work: (\_\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_ Driver's License: \_\_\_\_\_

**IS YOUR PURCHASE FOR RESALE?** Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby certify that all tangible personal property purchased by me will be for resale and is not subject to Calif. State Sales Tax. I

hereby certify that I hold Seller's Permit Number: \_\_\_\_\_

**TELEPHONE BID AGREEMENT**

1. I, the undersigned, agree to be bound by all of the Terms and Conditions of Sale located in the Little John's Auction Service (Little John's) Catalogue as well as all Terms and Conditions of Sale contained in this Telephone Bid Agreement.

2. I agree to be available by telephone on the date and at the time of the auction to participate in my telephone bid. I will keep Little John's and his staff aware of the telephone numbers necessary to contact me and I assume full responsibility to be available to Little John's staff on the date and at the time of the auction.

3. I agree to indemnify and hold Little John's harmless from any loss, damage, error, and/or omission that occurs during the auction as it pertains to my Telephone Bid Form. I understand that Little John's assumes no responsibility whatsoever for any failure in executing my bids for any reason whatsoever. I further understand that there is no guarantee and no warranty as to any of the items upon which I wish to bid and that if I am a successful bidder I am purchasing these items as is and where is with no warranties and/or guarantees of any kind from Little John's.

4. I understand that if my bid is successful, the final purchase price will be the sum of the final bid and a premium of 12% of the final bid together with any taxes due on the purchase. Thus, I understand and agree that the price I have stated on the back of the Telephone Bid Form may be increased in an amount equal to 12% Buyer's Premium and any taxed due on any of my purchases. If I am the successful bidder a member of Little John's staff will be contacting me no later than 24 hours after my successful bid. I agree to pay in full any and all moneys due Little John's within 72 hours of the completion of this auction and to arrange for the immediate removal of my purchased merchandise.

5. I agree to submit a deposit to Little John's for all items listed by me on the Telephone Bid Form unless I have received written approval from Little John's to bid without a deposit. I agree and understand that if I do not pay in full for the items on which my bid was successful within 72 hours of this auction, I will be subject to pay a late fee of 2% per month on all unpaid balances.

6. I have read all of the Terms and Conditions of Sale found in the front of this catalogue. I agree to be bound by all the Terms and Conditions of Sale as listed in the front of this catalogue and make this telephone bid subject to and bound by the terms of these Terms and Conditions of Sale. I incorporate within this Telephone Bid Form the Terms and Conditions of Sale as stated in the front of this catalogue.

7. Buyer and Little John's agree to mediate any dispute or claim arising between them out of this auction or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through Mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. BUYER AND LITTLE JOHN'S AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AUCTION OR ANY RESULTING TRANSACTION, WHICH IS NOT SETTLED THROUGH MEDIATION, SHALL BE DECIDED BY A NEUTRAL BINDING ARBITRATION BEFORE THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, ORANGE COUNTY, CALIFORNIA. THE ARBITRATOR SHALL BE A RETIRED JUDGE OR JUSTICE, UNLESS THE PARTIES MUTUALLY AGREE TO A DIFFERENT ARBITRATOR, WHO SHALL RENDER AN AWARD IN ACCORDANCE WITH SUBSTANTIVE CALIFORNIA LAW. THE PARTIES SHALL HAVE THE RIGHT TO DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE SECTION 1283.05. IN ALL OTHER RESPECTS THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH TITLE NINE OF PART THREE OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

