

(Sample Bank Letter accompanying Business Check must be on Bank Stationary)

Bank Letter of Guarantee

To Auctioneer's Name:

This XYZ Bank unconditionally guarantees full and final payment to Frank Ronne & Associates, Inc. from (Put Customers Name Here) drawn on the Customers account # _____ up to the amount of \$ _____. This letter is valid only for purchases at the D & B Tree Service, Inc. Auction Sale held on April 14, 2010.

Name Of Bank

Executed by Authorized Bank Officer
Title

GENERAL TERMS & CONDITIONS

REGISTRATION: All prospective bidders must provide complete personal information to our registration desk prior to the start of the auction which includes name, company name, mailing address and phone number along with a deposit. Internet bidders must register On-Line with Bidspotter at bidspotter.com and register On-Line for the D & B Tree Service Auction and submit their deposit in accordance with the terms & conditions on Bidspotter.

GENERAL TERMS: If you attend to Auction Sale On-Site or Internet Bid On-Line, you must agree that you have read and understood these terms and conditions in our advertising, catalog and flyer and you will be bound by them. You may not attend the Auction Sale or Bid On-Line if you do not agree to these terms and conditions. If you do not understand any terms and conditions, please contact our office at 781-380-3700. All other terms in our catalog.

PAYMENT & REMOVAL: No items to be removed until the completion of the sale. At the completion of the sale you must pay your invoice in full. No removals until all bills are paid. Once paid you can revisit the auction site during the stated removal hours up to Friday, April 16, 2010 at 4PM. Remember to bring a copy of your invoice copy and if you cannot remove all of your items in one day, bring the same copy of your invoice when you return as it is the only way for the checkout staff to be sure of which items you have already removed. Frank Ronne & Associates, Inc. will not be responsible for any missing or lost small lots during or after the auction sale. It will be the responsibility of the buyer for any costs associated with removal and the bidder will be responsible for and indemnify and hold harmless Frank Ronne & Associates, Inc. for any damage caused by the bidders removal.

CONDITION: Frank Ronne & Associates, Inc. does not warrant or represent the condition of any lot sold. ALL PROPERTY IS SOLD AS IS, WHERE IS, and neither Frank Ronne & Associates, Inc. nor the Secured Party makes any warranties or representations of any kind or nature with respect to the property or its value, and in no event shall they be responsible for correctness of description, genuineness, attribution, provenance, authenticity, authorship, completeness, condition of the property or estimate of its value. No statement either oral or written in the catalog or any form of advertising shall be deemed such a warranty or representation, or any assumption of responsibility.

ABSENTEE BIDS: Any absentee, proxy or internet bids left through our office or Internet Provider will comply with following term since internet bids often compete against absentee or proxy bids left directly with Frank Ronne & Associates, Inc. staff by prospective bidders who are not participating in the internet component of the auction, but have contacted Frank Ronne & Associates, Inc. directly and "left" a bid with a deposit. These bids will be executed competitively by a Frank Ronne & Associates, Inc. staff member at the time of the live auction, and are sometimes can be in direct competition with the internet bids. In the event that is the situation and there is a tie with an absentee or proxy bid, the earliest recorded bid shall be the winner.