



Bright Star Auction Results



Factory Direct Equipment Auction Continued (October 7th)

Lot#	Description	Price
1781	PaBreak Skid Steer Pallet Fork Attach.	\$300
1782	PaBreak Skid Steer Pallet Fork Attach.	\$300
1793	Unused PaBreak Snow Pusher Attach.	\$725
1794	Unused PaBreak Snow Pusher Attach.	\$750
1795	Unused PaBreak Snow Pusher Attach.	\$725
1832	Wlvrn Mini Skd Str Augr Drv & Bt Attch.	\$600
1833	Unused Future Mini Skid Steer Fork	\$350
1834	Unused Landhonor Skid Steer Pallet Fork	\$425
1835	Lndhnr Skid Str Harley Power Rake Attch.	\$1,800
1837	SDLANCH Skid Str Brush Cutter Attach.	\$725
1838	SDLANCH Skid Str Brush Cutter Attach.	\$800
1839	Unused Future SB45 Hydraulic Breaker	\$525
1925	Future QTY (8) Excavator Attachment	\$450
1926	Future QTY (8) Excavator Attachment	\$425
1927	Future QTY (8) Excavator Attachment	\$425
1928	Future QTY (8) Excavator Attachment	\$425
1929	Future QTY (8) Excavator Attachment	\$300
1929A	Future QTY (8) Excavator Attachment	\$300
1932	Unused Future CAT 305 Rake	\$400
1937	Unused Future CAT320 Excavator Ripper	\$500
1938	Future EDM320 Excavator Disc Mulcher	\$700
1941	Unused Excavator Attachment Kit	\$325
1942	Unused Excavator Attachment Kit	\$425
1943	Unused Excavator Attachment Kit	\$375
1944	Unused Excavator Attachment Kit	\$375
1946	AGT Mini Excavator Attachment Set	\$350
1947	Unused AGT Excavator Brush Cutter	\$425
1948	Unused AGT Excavator Brush Cutter	\$475
1949	Unused AGT Excavator Brush Flail Mower	\$425
1950	Unused AGT Excavator Brush Flail Mower	\$450
1951	Unused Raytree Excavator Mulcher	\$1,050
1952	Unused Raytree Excavator Mulcher	\$1,000
1953	Unused Raytree Excavator Mulcher	\$1,050
1954	Set of Excavator Attachments	\$375
1955	Set of Excavator Attachments	\$375
2106	Ftr 40'6" Scn Hvy Duty Mtl Strg Shelve	\$600
2107	Ftr 40'6" Scn Hvy Duty Mtl Strg Shelve	\$600
2108	Ftr 40'6" Scn Hvy Duty Mtl Strg Shelve	\$700
2109	Future Galvalume Steel Roofing Sheets	\$600
2110	Future Galvalume Steel Roofing Sheets	\$650
2111	Future Galvalume Steel Roofing Sheets	\$625
2112	Future Galvalume Steel Roofing Sheets	\$675
2113	Future Galvalume Steel Roofing Sheets	\$850
2114	Future Galvalume Steel Roofing Sheets	\$850
2115	Future Galvalume Steel Roofing Sheets	\$850
2116	Future Galvalume Steel Roofing Sheets	\$850
2117	Ftr Polyethylene Roadbed Prtctn Pads	\$1,100
2118	Ftr Polyethylene Roadbed Prtctn Pads	\$1,100
2119	Ftr Polyethylene Roadbed Prtctn Pads	\$1,100
2120	Ftr Polyethylene Roadbed Prtctn Pads	\$1,150
2121	Ftr Polyethylene Roadbed Prtctn Pads	\$1,100
2122	Ftr Polyethylene Roadbed Prtctn Pads	\$1,150
2123	Ftr Polyethylene Roadbed Prtctn Pads	\$1,100
2127	Unused Future Plate Compactor	\$400
2128	Unused Future Plate Compactor	\$400
2129	Unused Future Plate Compactor	\$375
2130	Unused Future Plate Compactor	\$375
2131	Unused SKLP 20' x 11' Livestock Shed	\$575
2132	Unused SKLP 20' x 11' Livestock Shed	\$600
2133	Unused SKLP 20' x 11' Livestock Shed	\$650
2134	SKLP 40' x 20' x 14' All-Steel Carport	\$850
2135	SKLP 40' x 20' x 14' All-Steel Carport	\$950
2136	SKLP 40' x 20' x 14' All-Steel Carport	\$900
2137	Unused SKLP 50' x 25' Storage Shed	\$3,100
2138	Unused SKLP 50' x 25' Storage Shed	\$3,100
2139	50' x 30' x 17' Large Scale Strg Shed	\$4,200
2140	SKLP 20' x 30' All-Steel Garage Carport	\$1,100
2141	SKLP 20' x 30' All-Steel Garage Carport	\$1,050
2142	SKLP 20' x 30' All-Steel Garage Carport	\$950
2143	SKLP 20' x 30' All-Steel Garage Carport	\$1,000
2144	Two Post Hydraulic Auto Car Lift	\$1,100
2145	Two Post Hydraulic Auto Car Lift	\$1,150
2146	Two Post Hydraulic Auto Car Lift	\$1,100
2147	Unused AGT Industrial Air Compressor	\$475
2148	Unused AGT AC Air Compressor	\$425
2149	Unused Tire Changer	\$850
2150	Unused Tire Changer	\$650
2152	Unused Tire Balancer	\$325
2153	Unused Tire Balancer	\$300

Factory Direct Equipment Auction Continued (October 7th)

Lot#	Description	Price
2154	Unused Tire Balancer	\$325
2155	Raysky RGPM4-8 Ground Protctn Mats	\$1,050
2156	Unused Landhonor Electric Winch	\$300
2162	Lndhnr 8'x10' Glnvzd Apex Roof Mtl Shed	\$300
2175	LandHonor 20' x 20' x 8.4' Metal Carport	\$400
2176	LandHonor 20' x 20' x 8.4' Metal Carport	\$525
2177	LandHonor 20' x 20' x 8.4' Metal Carport	\$600
2178	Landhonor 11'x19' All Steel Carport	\$400
2179	Landhonor 11'x19' All Steel Carport	\$450
2180	Unused Landhonor Tire Changer	\$900
2181	Unused Landhonor Tire Changer	\$750
2187	Lndhnr 5400lbs Rtcht Bndrs & G70 Chns	\$450
2188	Lndhnr 5400lbs Rtcht Bndrs & G70 Chns	\$425
2189	Lndhnr 5400lbs Rtcht Bndrs & G70 Chns	\$525
2190	Lndhnr 5400lbs Rtcht Bndrs & G70 Chns	\$575
2191	Lndhnr 5400lbs Rtcht Bndrs & G70 Chns	\$500
2192	Unused Landhonor 40 Gallon 2 Stage Truck	
	Mounted Air Compressor	\$425
2193	Unused Landhonor 40 Gallon 2 Stage Truck	
	Mounted Air Compressor	\$425
2202	LandHonor 11' x 19' Metal Garage Shed	\$550
2203	LandHonor 11' x 19' Metal Garage Shed	\$550
2222	ATS Power 10'x10' Glnvzd Roof Mtl Shed	\$350
2223	ATS Power 10'x10' Glnvzd Roof Mtl Shed	\$325
2224	Unused PaBreak C80T Plate Compactor	\$375
2225	Unused PaBreak C80T Plate Compactor	\$400
2226	Unused PaBreak C80T Plate Compactor	\$375
2227	Unused PaBreak C80T Plate Compactor	\$475
2228	Unused RM-80 Vibration Compactor	\$400
2229	Unused RM-80 Vibration Compactor	\$450
2268	Polyethylene Ground Protection Mats	\$400
2269	Polyethylene Ground Protection Mats	\$400
2270	Polyethylene Ground Protection Mats	\$375
2311	26' x 42' Dbl Garage Metal Barn Shed	\$3,100
2312	31' x 50' Heavy Duty Metal Strg Building	\$4,200
2313	Ground Protection Mats	\$950
2314	Ground Protection Mats	\$1,000
2315	Ground Protection Mats	\$1,000
2316	Ground Protection Mats	\$1,000
2317	Ground Protection Mats	\$1,050
2318	Ground Protection Mats	\$950
2319	Ground Protection Mats	\$1,000
2320	Ground Protection Mats	\$900
2321	Ground Protection Mats	\$900
2322	Unused IRTPL Two-Post Lift	\$1,150
2323	Unused IRTPL Two-Post Lift	\$1,150
2324	Unused IRTPL Two-Post Lift	\$1,100
2325	Unused IRTPL Two-Post Lift	\$1,100
2326	Unused IRTPL Two-Post Lift	\$1,100
2327	Unused IRTPL Two-Post Lift	\$1,100
2334	250 Unused Traffic Cones	\$1,300
2335	250 Unused Traffic Cones	\$1,300
2336	SDLanch 18' x 24' Basketball Court	\$500
2337	SDLanch 18' x 24' Basketball Court	\$500
2338	SDLanch 18' x 24' Basketball Court	\$500
2339	SDLanch Modular Basketball Court	\$525
2340	Unused Sheet Metal	\$450
2341	Unused Sheet Metal	\$425
2342	Unused Sheet Metal	\$400
2343	Unused Sheet Metal	\$425
2344	Unused Sheet Metal	\$425
2345	Unused Sheet Metal	\$475
2346	Unused Sheet Metal	\$475
2347	Unused Sheet Metal	\$500
2348	Unused Sheet Metal	\$575
2349	Unused Sheet Metal	\$550
2350	Unused Sheet Metal	\$700
2356	Unused Metal Livestock Shed	\$475
2357	Unused Metal Livestock Shed	\$475
2358	Unused Metal Livestock Shed	\$500
2359	20' x 30' Carport with Enclosed Sidewalls	\$900
2360	20' x 30' Carport with Enclosed Sidewalls	\$950
2361	20' x 30' Carport with Enclosed Sidewalls	\$850
2362	20' x 30' Carport with Enclosed Sidewalls	\$850
2363	20' x 30' Carport with Enclosed Sidewalls	\$900
2364	20' x 30' Carport with Enclosed Sidewalls	\$900
2365	12' x 20' Carport with Enclosed Sidewalls	\$475
2366	12' x 20' Carport with Enclosed Sidewalls	\$450
2367	20' x 20' Carport with Open Sidewalls	\$350



Bright Star Auction Results



Factory Direct Equipment Auction Continued (October 7th)

Lot#	Description	Price
2368	20' x 20' Carport with Open Sidewalls	\$300
2369	20' x 20' Carport with Open Sidewalls	\$325
2370	20' x 20' Carport with Open Sidewalls	\$350
2371	20' x 20' Carport with Open Sidewalls	\$375
2372	20' x 20' Carport with Open Sidewalls	\$375
2373	20' x 20' Carport with Open Sidewalls	\$400
2374	20' x 20' Carport with Open Sidewalls	\$375
2375	20' x 20' Carport with Open Sidewalls	\$425
2376	20' x 20' Carport with Open Sidewalls	\$450
2377	Unused IRBM Wheel Balancing Machine	\$300
2378	Unused IRBM Wheel Balancing Machine	\$300
2379	Unused SDLanch Tire Changer TC311	\$675
2380	SDLanch S60GAL 60-Gallon Air Cmprssr	\$725
2381	SDLanch S60GAL 60-Gallon Air Cmprssr	\$750

Factory Direct Equipment Auction Continued (October 7th)

Lot#	Description	Price
2402	SDLanch 25'x33' Dbl Garage Mtl Shed	\$2,100
2403	SDLanch 25'x33' Dbl Garage Mtl Shed	\$2,000
2404	SDLanch 25'x33' Dbl Garage Mtl Shed	\$2,100
2405	SDLanch 25'x33' Dbl Garage Mtl Shed	\$2,150
2406	Landhonor 20' x 20' x 13' Metal Carport	\$500
2407	Unused Landhonor Tire Changer	\$725
2408	Unused Landhonor Wheel Balancer	\$375
2419	12' x 20' Carport with Enclosed Sidewalls	\$475
2420	12' x 20' Carport with Enclosed Sidewalls	\$500
2421	Unused IRTPL Two-Post Lift	\$1,150
2422	Unused IRTPL Two-Post Lift	\$1,100
2423	Unused IRTPL Two-Post Lift	\$1,100
2424	Unused IRTPL Two-Post Lift	\$1,100



For a complete list of all selling prices, including those under \$300, please visit our website or call the Bright Star Auctions office at (574) 825-0704.

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BRIGHT STAR
AUCTIONS



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<https://brightstarauctions.com/equipment-appraisal/>

BidBook



October 26th - 9 AM ET
Online & Phone Bidding Only



November 2nd - 9 AM ET
Online & Phone Bidding Only





CREDIT APPLICATION

Finance Manager: Marisa Foresta

Toll Free: 1 (833) 458-6210

finance@brightstarauctions.com

APPLICANT INFORMATION

Applicant's First Name	M.I.	Last Name	SSN #	Age	Birth Date (m/d/y)
Spouse First Name	M.I.	Last Name	SSN #	Age	Birth Date
Home Street Address, City, State, ZIP					How Long?
Home Phone	Business Phone	Fax	Other		

EMPLOYMENT & CASH FLOW ANALYSIS

Present Employer or Contracted By		CASH FLOW ANALYSIS	
Occupation	How Long (Yrs / Mo)	Personal Income	\$
Previous Employer	How Long (Yrs / Mo)	Other Income	\$
Spouse's Employer	How Long (Yrs / Mo)	Spouse's Annual Salary / Wages	\$
Spouse's Occupation / Position		TOTAL ANNUAL INCOME (GROSS)	\$

PERSONAL ASSETS & LIABILITIES

ASSET DESCRIPTION	VALUE	CREDITOR NAME & ADDRESS	MONTHLY PAYMENT	BALANCE
Home and ☐ Lot ☐ Acreage ☐ Pad	\$		\$	\$
Automobiles / Boats	\$		\$	\$
Cash / Savings / 401(k)	\$		\$	\$
Other:	\$		\$	\$
TOTAL (1)	\$	TOTAL PERS. DEBTS (3)	\$	\$

BUSINESS PARTICULARS

Trade Name	Years in Business	FED Tax ID #	IPR #
Business Street Address, City, State, ZIP		Business Phone	Business Fax
Business Bank		Accountant	

BUSINESS ASSETS & LIABILITIES

ASSET DESCRIPTION	VALUE	CREDITOR NAME & ADDRESS	MONTHLY PAYMENT	BALANCE
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
TOTAL ASSETS (2)	\$	TOTAL BUSINESS DEBTS (4)	\$	\$
TOTAL NET WORTH = (Total 1 + Total 2) - (Total 3 + Total 4)			\$	

Have you ever been bankrupt? ☐ Yes ☐ No	Have you ever had a repossession? ☐ Yes ☐ No
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PRIVACY & CONSENT. We the undersigned hereby authorize Bright Star Auctions (Equipment Retailer) and/or any potential third-party credit grantors ("Bright Star Auctions") in connection with this Application for Credit or Insurance to collect, use, and disclose certain personal and business information from and about us ("Information"). Bright Star Auctions may collect information from and/or disclose information to its agents, affiliates, third-party insurance service providers, credit bureaus, credit reporting agencies, other credit grantors, financing and insurance partners, and/or any person we have or propose to have financial relations with, as well as third parties who wish to become involved in the syndication of a loan, lease, or other investment in which information is relevant, or who are involved in risk assessment or due diligence in the context of a financial transaction or proposed financial transaction. We also authorize any person whom Bright Star Auctions may contact in this regard to provide information to Bright Star Auctions. We acknowledge that Bright Star Auctions' financing and insurance partners may transfer and store information in other jurisdictions and, as a result, information may be lawfully accessible to regulatory authorities in accordance with the laws of those jurisdictions. Bright Star Auctions may collect, use, and disclose our or other personal identifiers to verify and report credit information to credit bureaus or credit reporting agencies as well as to confirm our identities. By choosing to provide information, we consent to its use in accordance with the Federal Fair Credit Reporting Act, which may be viewed at <http://www.ftc.gov/os/statutes/031224fcra.pdf>.

Date

Applicant's Signature

Co-Applicant's Signature

You can now pay with check over the phone. Just call in and have your checkbook ready! (574) 825-0704 EXT 110

WIRE TRANSFER / ACH PAYMENT
INSTRUCTIONS

IMPORTANT:

NEVER TRUST PAYMENT INSTRUCTIONS SENT VIA EMAIL.

ALWAYS CALL (574) 825-0704 EXT 110

TO CONFIRM ACCOUNT INFORMATION PRIOR TO TRANSFERRING FUNDS.

DOMESTIC & INTERNATIONAL WIRES

Receiving Bank:	Chase Bank - 207 Park Ave. New York, NY 10017
Swift Code: (International)	CHASUS33
ABA#:	021000021
Account #:	936072500
Receiver Name:	Bright Star Realty and Auctions LLC

ACH PAYMENTS

Receiving Bank:	Chase Bank - 207 Park Ave. New York, NY 10017
ABA#:	074000010
Account#:	936072500
Receiver Name:	Bright Star Realty and Auctions LLC

Please include your INVOICE NUMBER when submitting payment.

Once full payment is received by our office, your
PAID IN FULL invoice will be sent to you.

Please feel free to contact our office should you have any questions. Thank you!

Bright Star Realty & Auctions, LLC
accounting@brightstarauctions.com
(574) 825-0704



Except as otherwise provided by law, we shall not be liable for any loss or damage due to misplaced, unauthorized or fraudulent fund transfers.



**Online &
Phone Bidding
Only!**

**Call Noah:
(574) 821-2801**

This auction provides an excellent opportunity to purchase high-quality pallet pre-cuts in bulk. Each sale will feature up to 10 semi-loads of premium cut stock lumber, supplied by a trusted source and ideal for pallet manufacturers and regional distributors. While specific inventory will vary from sale to sale, buyers can expect notched #1-grade stringers with a 99% usability rate - perfect for restocking at competitive prices. These auctions are conducted weekly, and all items sell absolute with no reserves. For an updated catalog and full details, please call our office at (574) 825-0704, closer to the auction date.

We are also actively seeking more sawmills that want to increase production to help meet our growing buyer demand. If you have cut stock lumber or related materials to sell, we'd love to talk. Our team can help you reach a national audience and turn your inventory into cash - quickly and effectively.



Aspen Pallet Stringers
(1¼" x 3½" x 48")
Fairview, MI



Aspen Pallet Stringers
(1⅝" x 3½" x 48")
Fairview, MI



Hardwood Pallet Stringers
(1¼" x 3½" x 48")
Fairview, MI



Hardwood Pallet Stringers
(1⅝" x 3½" x 48")
Fairview, MI



Mixed Hardwood & Aspen Reclaim
Stringers (1⅝" x 3½" x 30" & 32")
McBain, MI



Mixed Hardwood & Aspen Side
Lumber (1¼" x 3½" x 8')
McBain, MI

**Got Lumber?
Consign Today!**

We are continuing to hold lumber auctions on a regular schedule. WoodRing conducts lumber auctions on a weekly basis, held every Monday at 9 AM ET, with the exception of holiday weeks. Mark your calendars for the upcoming lumber auction dates:

- October 26th
- November 2nd
- November 9th
- November 16th
- November 23rd
- November 30th
- December 7th
- December 14th

BRIGHT STAR
AUCTIONS



AC32100007 (574) 825-0704

Selling my cut stock lumber through Bright Star's Premium Cut Auction has been a turning point for my business. The process is straightforward and reliable—I know exactly when my lumber will sell, and I always get paid within a week. Bright Star's marketing puts my products in front of serious buyers nationwide, and I've consistently seen strong prices and quick sales. Since partnering with Bright Star, I've reached new customers, moved more inventory, and grown my business. If you want a hassle-free way to sell your lumber and expand your reach, I highly recommend their auction. - John Gusler, Fairview Woodyard, Fairview, MI

BRIGHT STAR REALTY AND AUCTIONS, LLC

11751 CR 12, Middlebury, IN 46540

("Auctioneer")

Bidder Terms and Conditions

There is a 13% online buyer's premium in effect for all purchases made online. Buyer's premium is 10% for onsite bidders. All items sell where is as is with no warranties or guarantees. Buyer is responsible to inspect all merchandise prior to placing bids. Payment terms: Cash, check, wire transfer. Cash Payments totaling \$10,000 or more will not be accepted. Credit cards are only accepted on invoices with a total of less than \$2500. All payments are due immediately upon receipt of your invoice. Onsite buyers, payment is due the day of the auction. If onsite bidders wish to send a wire and still be assessed only the onsite buyer's premium, they must present a bank letter of credit (with limit stated equal to or higher than the amount owed by bidder) and wire must be sent no later than one business day after the auction. All items are pick-up only. Smalls must be removed within 2 days. All items must be removed within 30 days unless otherwise noted. Loadout available day of auction, after that by appointment. Please call agent for more info. Buyer shall assume responsibility of all property when auctioneer says sold. Auction company is not responsible for any missing or stolen items.

These Bidder Terms and Conditions ("Terms") apply to auctions conducted by BRIGHT STAR REALTY AND AUCTIONS, LLC and constitute a legal, valid, binding, and enforceable contract between Auctioneer and the Bidder. These Terms also form the basis for the final contract of sale between the Seller and the Buyer.

1. **Auctions Conducted Under These Terms.** The Auction is conducted under and in accordance with these Terms, the Terms posted on Auctioneer's website, applicable law, and any announcements or corrections made by Auctioneer during the Auction. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), Bidder agrees to be bound by, and to abide by, these Terms.

Auctioneer's Licensing and Bonding. Auctioneer is licensed and bonded where required.

2. **Definitions.** The following definitions apply to these Bidder Terms for each auction conducted by Auctioneer:

"Absentee Bid" means a bid submitted in advance by an Absentee Bidder for the execution during the Auction.

"Absentee Bidder" means a person or entity that submits an Absentee Bid.

"Absolute Auction" or "Absolute" applies only if and when expressly indicated and means that property is to be sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING SOLD ABSOLUTE OR AT AN ABSOLUTE AUCTION.

"Auction" means the auction sale at which Auctioneer solicits bids, or is scheduled to solicit bids.

"Auction Site" means the physical location of the Auction, or, for an Auction conducted entirely online, the location at which Property may be inspected.

"Bidder Number" means the number or other identifier issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

"Bidder Registration" means the information provided by a prospective Bidder, and the process of registering such prospective Bidder, to bid at the Auction, including the prospective Bidder's agreement to be bound by these Bidder Terms.

"Broker Participation Fee" means an amount that is paid to a broker who has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Property at the Auction, under the Terms and in the amount established by Auctioneer.

"Buyer" means the Winning Bidder with respect to each Lot of Personal Property.

"Buyer's Premium" is an amount with respect to each Lot of Personal Property sold at the Auction, calculated as a percentage of the Hammer Price, that is payable by the Buyer to Auctioneer for Auctioneer's own account.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot of Personal Property "sold" to Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer will occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on the Lot put up at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot.

"Knocked Down" or "Knock Down" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Knocked Down electronically at the conclusion of a timed online auction event.

"Lot" means each individual item or grouping of Personal Property offered at one time by Auctioneer.

"No Sale" occurs if Property is put up at the Auction but is not Knocked Down or sold, and Auctioneer passes on such Property or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services to conduct Auction online.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which bids may be tendered.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Registered Bidders, Bidder, and Buyers.

"Personal Property" means all tangible and moveable property, including fixtures, designated as Property.

"Pick-up" means the act of picking up or removing sold Lots by respective Winning Bidders at the date(s), time(s), and location indicated for such during the Auction or as later agreed to by Seller and Buyer.

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the Real Property and the Personal Property.

"Purchase Price" means an amount equal to the Hammer Price or High Bid Subject to Confirmation, as the case may be, plus the Buyer's Premium.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Registration Deposit" means, if required by Auctioneer, the deposit, in certified funds, made by a Registered Bidder in order to register for the Auction.

"Reserve" or "With Reserve" means that the Auctioneer may Withdraw Property put up at Auction and/or bids may be rejected prior to the Fall of the Hammer. UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING WITH RESERVE.

"Reserve Price" means the minimum price that Seller is willing to accept for specific Property.

"Seller's Confirmation" means Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation acknowledged and recorded by Auctioneer.

"Subject to Seller's Confirmation" means, with respect to any Property expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

"Winning Bid" means the highest bid received and accepted (and if Subject to Seller's Confirmation, confirmed by Seller).

"Winning Bidder" means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

"Withdraw" refers to the circumstance in which the Property is removed from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.

3. **Bidder Registration.** All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and, if a Registered Bidder breaches any Bidder Terms or engages in improper conduct, Auctioneer may revoke any Bidder Number. By registering to bid at the Auction, each Registered Bidder acknowledges and agrees that such Registered Bidder has read, understands, and agrees to be bound by, these

Bidder Terms and Conditions Continued...

Bidder Terms. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and by placing a bid accepted by Auctioneer such unregistered Bidder will be bound by these Bidder Terms and will immediately complete a Bidder Registration.

4. **Governing Law.**
 - 1.1 **For Auctions in the State of Indiana and Online.** Unless otherwise indicated, all Property is offered for sale in the State of Indiana, and will be sold in the State of Indiana. Notwithstanding the physical location of the Bidder or any Participant, these Terms are deemed to be entered into in the State of Indiana, all bids and payments are deemed to be received in the State of Indiana, and the contract, if any, will be deemed to be formed and entered into in the State of Indiana.
5. **Buyer's Premium.** All Property offered at the Auction is subject to a Buyer's Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price. Buyer agrees to pay the Winning Bid plus the applicable Buyer's Premium.
6. **Access to Auction Site.** Participants assume all risks associated with their presence at the Auction Site or their access to the online bidding platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and the online bidding platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.
7. **Nature of the Auction.** This Property is being sold at the Auction in the manner indicated on the first page of this Agreement.
8. **Bidding.** Registered Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms. By bidding, each Registered Bidder acknowledges and agrees that such Registered Bidder has had a full and fair opportunity to read, and understands, these Bidder Terms, and affirms that such Registered Bidder is subject to and bound by these Bidder Terms.
9. **No Bid Retraction.** Bidder may not retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, Bidder agrees not to withdraw or to attempt to withdraw any tendered bid that has been acknowledged by Auctioneer.
10. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:
 - 10.1. **Online Bidding Registration.** Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.
 - 10.2. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with Auctioneer's Terms and any notices or announcements by Auctioneer and/or posted on Auctioneer's website.
 - 10.3. **Posted Times.** All times are based on the Eastern Standard Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at any time at Auctioneer's sole and absolute discretion.
 - 10.4. **Online Bidding Increments.** Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.
 - 10.5. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be deemed final and conclusive.
 - 10.6. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, (iii) viruses or software malfunction, or (iv) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.
 - 10.7. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.
 - 10.8. **Auto Extend Feature.** Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.
 - 10.9. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims any representations or warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related website technology.
 - 10.10. **Responsibility for Online Bids.** If a Winning Bid is sent to Auctioneer from the computer of a Registered Bidder, and is, thereafter, confirmed by Seller, such Registered Bidder will be the Buyer.
 - 10.11. **No Reduction or Retraction of Online Bids.** Online bids may not be reduced or retracted.
 - 10.12. **Competing Online and Onsite Bids.** In the event of contemporaneously made online and onsite bids, Auctioneer will determine which bid is the successful bid, and may, in Auctioneer's discretion, reopen the bidding.
 - 10.13. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.
11. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). All prebids and maxbids placed online are considered absentee bids. Auctioneer pledges complete integrity in the treatment of absentee bids and absentee bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer has the right to initiate any absentee bids at 25% to 50% of their maximum amount. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to accept or reject such bid. An Absentee Bidder may provide instructions to the Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts only as the agent of the Seller, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.
12. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion.
13. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's recording of bids against a Bidder Number will be conclusive as to the making of such bid by, or on behalf of, the Registered Bidder.
14. **Withdrawal of Property.** Auctioneer has the absolute right to withdraw any Property from the Auction prior to the Fall of the Hammer, unless the Property is explicitly provided that the Property is being sold at an Absolute Auction.
15. **Winning Bid; Buyer.** Pursuant to these Bidder Terms, the Bidder making the Winning Bid for any Lot of Personal Property will be the Buyer of such Property.
16. **All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/ WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EACH BIDDER ACKNOWLEDGES AND AGREES THAT HE, SHE, OR IT CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTEE MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES

Bidder Terms and Conditions Continued...

THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.

17. **Announcements.** Subject to the limitation set forth in these Bidder Terms, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.
18. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding. Bidder accepts any and all risks associated with the purchase and/or use of the Property. Bidder agrees to defend, hold harmless, indemnify, and protect both Auctioneer and Seller from any all claims of injury arising out of or relating to the purchase or use of the Property.
19. **Description of Property.** Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.
20. **Contract of Sale for Personal Property.** By operation of these Terms, no additional or further writing will be required to evidence the existence of a contract of sale for any Personal Property Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms will be incorporated into the contract between each Buyer and Seller.
21. **Bidding by or on Behalf of Seller.** At an Absolute Auction there is no Seller bidding. The Seller or anyone acting on the Seller's behalf will not bid (directly or indirectly) on any Property put up at Absolute Auction. At a Reserve Auction, the Seller or anyone acting on the Seller's behalf will not bid (directly or indirectly) on any Property put up at Reserve Auction, unless the Auctioneer announces and discloses that the Seller (or someone on behalf of the Seller) will be bidding at the Auction.
22. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. If (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) some other bid dispute arises, Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to). Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.
23. **Motor Vehicles and Equipment.** Any and all motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment is paid for with a check, the vehicle or equipment will not be released unless and until the check clears the drawee bank and the funds have been received by Auctioneer.
24. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.
25. **Sales Tax.** Subject to applicable exemptions, if any, each Buyer is responsible for the payment of sales tax for each Lot Knocked-Down at the Auction, which sales tax will be collected by Auctioneer at the time payment is made.
26. **Payment.** All Personal Property must be paid for in-full by onsite Buyers on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Online purchases are due upon receipt of your invoice. Onsite purchases may be paid in cash or approved check, and, when authorized by the Seller and made available by Auctioneer, by credit card or debit card. Cash payments totaling Ten Thousand Dollars (\$10,000) or more will not be accepted. If onsite bidders wish to send a wire, they must present a bank letter of credit (with limit stated equal to or higher than the amount owed by bidder) and wire must be sent no later than one business day after the auction. Online purchases must be paid by credit card or approved check; provided, however, that any online purchases in excess of Two Thousand Five Hundred Dollars (\$2,500.00) must be paid by wire transfer or certified funds unless other arrangements are made with Auctioneer in Auctioneer's sole and absolute discretion.
27. **Wire Transfer Payments.** Buyer shall obtain verbal verification of all bank account information from Bright Star Auctions prior to initiating transfer. Except as otherwise provided by law, we shall not be liable for any loss or damage due to misplaced, unauthorized or fraudulent fund transfers.
28. **ACH/eCheck Payments.** By providing account information to Bright Star Auctions, buyer gives permission for Bright Star Auctions to retain payment information on file and represents they are the authorized account holder. Upon authorization to collect payment from Buyer's account and prior to transfer, Buyer is responsible to notify their financial institution of the impending transaction. Buyer agrees to notify Bright Star Auctions of any changes in account information.
29. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of Fifty and 00/100 Dollars (\$50.00). In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.
30. **No Stop Payment Orders or Credit Card Chargebacks.** Each Bidder agrees that such Bidder will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. Each Bidder further agrees that if, in violation of these Terms, a stop payment order is issued or a credit card chargeback is initiated, these Terms will be conclusive evidence of the Bidder's (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and each Bidder acknowledges and agrees that on Auctioneer's presentation of these Terms to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Terms, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. Each Bidder acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number to such Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration and to issue a Bidder Number. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration and in issuing a Bidder Number.
31. **Pick-up and Removal; Shipping.** Each Buyer is responsible for removal of Lots purchased at the Auction, including shipping to remote Buyers. Pick-up and removal dates and times will be as posted on Auctioneer's website or announced at the Auction. Unless otherwise agreed, each Buyer is solely responsible for the disassembly, removal, shipping, and transportation of each Lot purchased by such Buyer. Tools, packing material, and/or assistance will not be supplied at Pickup, so Buyer must plan accordingly. Disassembly and removal shall be done in a quiet and workmanlike manner, and each Buyer, in making its bid, shall thereby indemnify and hold harmless both Auctioneer and Seller against any and all damage caused by the acts of the Buyer, or such Buyer's employees, agents, representatives, or independent contractors in connection with the Pickup. Any and all damages to the Pickup site, including, without being limited to damages to land or buildings, caused by a Buyer or by an employee, agent, representative, or independent contractor of a Buyer, will be repaired by, or at the expense of, such Buyer to the satisfaction of Auctioneer and Seller. Each Buyer must show a copy of the invoice (digital or hard copy) and government-issued photo identification before Lots will be released. No Buyer shall bring pets or young children to the Pickup, as the movement of Lots presents an extremely high-risk environment that could result in injury or death.
32. **Insurance.** Any work performed by Purchaser(s) or Purchaser Representative (including sub-contractors) shall be insured and provide proof of coverage against all claims for injuries against persons or damages to property which may arise from or in connection with the removal of items or equipment. Insurance coverage requirements are as follows: General Liability \$1,000,000/\$2,000,000 and Worker's Compensation \$1,000,000 or as required by State Law. Seller shall be listed as additionally insured, if required.
33. **Abandoned Items.** Any Lots not paid in full, not picked up and removed in the time provided (but, under any circumstances, within thirty (30) days after the Auction), or for which payment has not cleared (within five (5) days after the Auction), will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not, however, relieve the Buyer or the Buyer's obligation to make payment in full. Any payments made by or on behalf of a Buyer are non-refundable, and Buyers will remain responsible for the full purchase price of all Lots sold to them. In addition, Buyer's bidding privileges may be suspended at future auctions.

Bidder Terms and Conditions Continued...

34. **Claims.** With respect to Lots removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.
35. **Risk of Loss for Personal Property.** Risk of loss with respect to Personal Property passes to the Buyer with the Fall of the Hammer. Neither Auctioneer nor Seller will be liable for any loss or damage to a Lot after such Lot is sold at the Auction, other than as may be directly and solely caused Auctioneer's negligence, gross negligence, or intentional misconduct in handling and safeguarding the Lot while in Auctioneer's sole and exclusive possession.
36. **Buyer's Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages.** To the extent that any Bidder or Buyer may be entitled to damages or remedies, the sole and exclusive remedy available to Bidders and Buyers is a return of the Purchase Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Each Bidder acknowledges and agrees that no Bidder or Buyer is entitled to specific performance or other equitable relief.
37. **Seller's Remedies.** If any Buyer breached such Buyer's obligations under these Terms or under a sale contract with the Seller of Property sold at the Auction, in addition to all other legal and equitable remedies, such property may be resold and the breaching Buyer will be responsible for any and all damages, including any deficiency or reduction in the Purchase Price, along with incidental damages.
38. **Indemnification.** Each Bidder agrees to indemnify, defend, and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.
39. **Private Sale.** No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of any of the Property prior to, during, or after the Auction. If any of the Property is not Knocked Down at the Auction and Bidder enters into an agreement to buy (i) any of the Personal Property from the Seller within ten (10) days after the Auction, and/or (ii) any of the Real Property within ninety (90) days after the Auction, Bidder shall pay to Auctioneer an amount equal to Auctioneer's full commission and Buyer's Premium.
40. **Waiver.** Certain provisions of these Bidder Terms are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), removal and delivery terms, and Property inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Terms that are intended for the benefit of Auctioneer and/or Seller.
41. **Compliance with the Law.** Bidder shall not engage in any illegal conduct on the Auction Site and shall comply with all federal, state, and local laws. Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price. Anyone participating in bid pooling will be removed from the Auction Site and referred for prosecution. Theft is a serious offense, and, if discovered, will be prosecuted to the fullest extent of the law. Instances of theft will result in immediate termination of bidding and removal from the Auction Site.
42. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms will be governed by and construed in accordance with the laws of the State of Indiana, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for Elkhart County, Indiana, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim or suit relating to these Bidder Terms, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for Elkhart County, Indiana; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*. Each Bidder, Buyer, and other Participants waive the right to a jury trial.
43. **Attorneys' Fees.** If any Participant breaches such Participant's obligations under these Terms, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their rights.

Bright Star Realty and Auctions, LLC Licenses**Indiana**

Bright Star Auctions - AC32100007
Loren Beachy - AU10500161

Kentucky

Loren D. Beachy - 259651

Wisconsin

Loren D. Beachy - 2990-52

Illinois

Loren Dale Beachy - #441002283

Tennessee

Loren D. Beachy - 7154

West Virginia

Licensed auction house
Loren Beachy - 2465

Ohio

Bright Star Auctions - 2018000007
Loren Beachy - 2009000171

Virginia

Bright Star Auctions - 2908001059
Loren Dale Beachy - 2907004635

North Carolina

Bright Star Auctions - 10455
Loren D. Beachy - 10381

South Carolina

Bright Star Auctions Firm License - 4224

Pennsylvania

Bright Star Auctions Firm License#
AY002490

Mississippi

Bright Star Auctions Firm License# 1654F

All Bright Star Auctioneers have their individual state auctioneer licenses as needed.

• Upcoming Auctions •



• October 26/WoodRing

Various Locations/Online & Phone Bidding Only



• November 2/WoodRing

Various Locations/Online & Phone Bidding Only



• November 9/WoodRing

Various Locations/Online & Phone Bidding Only



• November 10/IronRing

Online & Phone Bidding Only

Accepting
Consignments!



• November 16/WoodRing

Various Locations/Online & Phone Bidding Only



• November 19 & 20/Lake Erie Equipment Auction

Featuring the Chipmunk Logging Liquidation on Day 1
Middlefield, OH



• December 9/Maple Valley Lumber

Nashville, MI



• December 18/Wildcat Hardwoods

Millersburg, OH



2023 John Deere
245P-Tier Excavator

Sold for \$150,000
Wright's Sawmill Inc.
9.25.26

Thinking of selling your sawmill?

- Call Eugene - (574) 498-7238

Consigning to IronRing?

- Call Myron - (260) 350-8953

God has promised forgiveness
to your repentance, but He has
not promised tomorrow to your
procrastination.

BRIGHT STAR
AUCTIONS



AC32100007 (574) 825-0704

See brightstarauctions.com for more information.

Phone Bidding instructions for Bright Star Auctions

If you can't make the auction, Bright Star is happy to accommodate you over the phone. By following the instructions below, you will be able to listen to the auctioneer and announcer and enjoy the crystal clear audio on the Bright Star Auction line.

Registration:

- Call the office at (574) 825-0704 ext 5 to register and get a bidder number. Preferably do this before auction day. Share your fax or email to receive the updated catalog the day before the auction.

Joining the Auction:

- **Ring 1: Call (419) 677-0715 and enter ID#: 904 359 662#.**
 - Ring 2 (if applicable): Call (832) 680 -1799 and enter ID#: 464 897 846#.
- You'll be placed in the auction audience upon calling.

Bidding Process:

- To bid, press *6 to unmute, state your bidder number and "yes" (e.g., "bidder 2532, yes").
- The ringman communicates your bid to the auctioneer.
- Press *6 to mute yourself when you are done bidding.
- Be sure to speak your bidder number first, loudly, and clearly.

Post-Auction Payment:

- Call (574) 825-0704 ext 4 within two hours after the auction to arrange payment.
- Credit cards are only accepted on invoices with a total of less than \$2500. Cash payments are only accepted on invoices with a total of less than \$10,000.
- Payments are due immediately post-auction.
- If you don't have fax or email, you'll be notified of your total by phone.
- Mail checks to: Bright Star Auctions, 11751 CR 12, Middlebury, IN 46540.

Additional Tips:

- Please do not try to bid on speaker phone.
- Hundreds of photos in the online catalog.
- Log into the conference line 15 minutes early to avoid missing your lot.
- If you have trouble getting logged in, please call the office at 574-825-0704.

Trucking Services:

- US Logistics
 - Contact Nathaniel Stoltzfus
 - Phone: (570) 660-4246

- **Enjoy the convenience of bidding from home with Bright Star!**



Auction recordings are again available on the conference line:

Call: (712) 432-8774 - Conference id: 274448 # - Recording id: (6-digit date of auction) For example Williamsfield Valley Veneer was on September 21st, 2022. So, the recording id is 092122.

Press 1 to **pause or restart**, press 4 to **rewind** 2 minutes, press 6 to **fast forward** 2 minutes.

Sawmill Exchange
11751 CR 12
Middlebury, IN 46540

DO YOU NEED TO SELL?
Are you thinking about an auction
but don't know if it is the right fit?

Call Eugene for a free consultation: (574) 498-7238

He will give you options:

1. An auction proposal, or
2. A cash offer, and
3. A recommendation of which would net you the most money and be the best fit for you, or
4. All of the above and let you decide

Everything is done with your best interests in mind and with the highest level of integrity and professionalism. We want you to recommend us to your friends when it is all over and your money is in the bank.

Whether you have one piece to sell or a multi-million dollar operation, we can help you and would love to.



\$150,000

Wright's Sawmill Inc. - 9.25.26



\$75,000

Wright's Sawmill Inc. - 9.25.26



\$43,500

Wright's Sawmill Inc. - 9.25.26

As for the Bright Star Auctions team & the crew that did the lotting & pictures to make the BidBook, everybody did a great job. I was very well pleased and would recommend the Bright Star team to anybody. Auction results were above our expectations. Thanks for a job well done.

- Raber's Redi Cut

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