

AUCTION CATALOG

PORTAC

9 AM – Tuesday & Wednesday, May 13 & 14, 2008
Preview 10 am to 4 pm Monday –May 12th

Day One – Lot # 1-783, X-Numbers at 1:00
Day Two – Lot # 1001-END

425-486-1246 / www.murphyauction.com

TERMS AND CONDITIONS
10% BUYERS PREMIUM ON ALL ITEMS

Due to insurance and safety reasons, children under 12 cannot be admitted

PAYMENT: Full payment must be made by no later 4 pm Thursday, May 15, 2008. A 25% deposit is required by the close of business, auction day. **CASH, CASHIERS CHECK, WIRE TRANSFERS, MASTERCARD OR VISA ONLY.** Checks are accepted **ONLY** with Bank Letter of Guarantee.

REMOVAL: No purchases may be removed during the auction unless announced by the auctioneer. **Small items must be removed by Friday May 16, 2008. All equipment must be removed by Friday July 11, 2008. All buildings be removed by Tuesday August 12, 2008.** (REMOVAL DEADLINES MAY BE MODIFIED BY AUCTIONEER'S ANNOUNCEMENT). Removal hours 8:00-4:30 p.m., Monday through Friday. **NO WEEKEND OR HOLIDAY REMOVAL.**

INSURANCE: Dismantlers or contractors for hire removing equipment are required to provide **\$3,000,000.00** dollar General Liability Insurance certificate showing the James G Murphy Company and Portac as the **additional insured** parties. Insurance certificate and proof of workmen's compensation compliance must be on file at sale site with the James G Murphy Co before dismantling commences. Additional Insured parties:

PORTAC, 4215 SR 509 N Frontage Rd, Tacoma, WA, Fax (206) 587-6065
James G Murphy Co., 18226 68th Ave NE, Kenmore, WA 98028, Fax 425-483-8247

SITE POLICIES:

Responsibility on Site: More than one contractor for hire or dismantler may be working on the site simultaneously. Contractors for hire and dismantlers shall not damage or endanger others on the site, nor shall they cut or otherwise alter property of others without written consent. Contractors for hire and dismantlers shall promptly remedy damage they wrongfully caused to the property of others. Upon award of bid dismantlers take responsibility for any environmental issues they create (i.e.: spilled hydraulic oil). Dismantlers are required to provide their own materials to contain & clean up any oil spillage.

Indemnification: To the fullest extent permitted by law, the contractor for hire or dismantler (as the case may be) shall defend, indemnify and hold harmless James G. Murphy Company and Portac, their agents and employees, successors and assigns, from and against claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs and attorneys' fees incurred on such claims or in proving the right to indemnification, arising out of or resulting from the acts or omissions of the contractor for hire or dismantler.

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TERMS & CONDITIONS CONTINUED

FIRE PROTECTION POLICY: NO CUTTING WITHOUT A PERMIT

- Dismantlers required to provide their own fire hose & spray nozzles.
- A signed burning permit issued to dismantlers will be displayed in cutting area
- A limited number of burning permits will be issued. One burning permit per hose while cutting.
- Each man using a cutting torch will have one firewatch with a hose while cutting
- Firewatch to wet down before during and after cutting.
- Firewatch to stay in area one hour after cutting is completed
- Cutting hours are from 8 AM to 2 PM

WARRANTY DISCLAIMER: ALL SALES ARE FINAL. All items are being sold "As Is, Where Is," With All Faults and without any warranties as to merchantability of fitness for a particular purpose. The principal, the auctioneer, the advertising coordinator, and any of their agents makes no express or implied warranties of any type. Complete terms and conditions of sale will be available at the time of sale. All information was obtained from sources deemed reliable. Although every precaution has been taken to ensure accuracy, the principal, the James G Murphy Co., the advertising coordinator, and all of their agents shall not be responsible for any errors or omissions therein. It is for this reason that we recommend that all items be thoroughly inspected prior to the point of sale. Announcements made by the auctioneer at the time of sale take precedence over printed matter. Auctioneer reserves the right to sell accessories parts or attachments on a separate and/or aggregate basis

ABSENTEE BIDS: Absentee bids will be accepted with 25% Deposit. Absentee bids under \$100.00 are not accepted. For complete rules regarding absentee bids call our office or inquire at the auction site.