

FRESH START WOMEN'S FOUNDATION
OFFICIAL MOTORCYCLE AUCTION RULES

By participating in this online auction, each bidder (“Bidder” or “Winner”) agrees to these Official Motorcycle Auction Rules (“Rules”). These Rules form a binding contract intended to limit and shift liability to the fullest extent allowed under Arizona law, including but not limited to A.R.S. §§ 12-553, 12-701, 12-682 through 12-686, 12-2501 et seq., 47-2316, and all applicable common-law defenses. These Rules may not be waived, modified, or supplemented except through a written modification executed by an authorized representative of Fresh Start Women’s Foundation (“FSWF”).

The Winner may be required to sign any documents reasonably requested by FSWF, including an affidavit of eligibility, an assumption-of-risk and liability waiver, an indemnification agreement, a bill of sale, a title-transfer acknowledgment, a tax acknowledgment, and an inspection waiver. Failure to sign required documents will void the award and may result in FSWF re-auctioning the motorcycle.

All bids are electronic, final, binding, and cannot be withdrawn for any reason. Submission of a bid constitutes acceptance of these Rules, acknowledgment that the motorcycle is being sold strictly “AS IS,” and assumption of all risks associated with its condition, use, and operation.

All bids must be entered on or before December 5, 2025 at 5:00 p.m. MST. The highest bid wins, and ties are resolved at FSWF’s discretion. Participants will be notified by text or email if outbid or declared the Winner.

The Winner must pay the full amount of the winning bid immediately upon notice, and must also pay all applicable taxes, fees, registration charges, transportation expenses, towing, and storage costs. The winning bid constitutes a binding purchase obligation.

If the Winner does not respond within forty-eight (48) hours after FSWF makes three good-faith attempts to contact them, or if the Winner fails to complete payment, FSWF may void the award, reopen the auction, offer the motorcycle to the next highest bidder, or cancel the sale.

The motorcycle is sold strictly “AS IS,” “WHERE IS,” and “WITH ALL FAULTS.” To the fullest extent allowed by Arizona law, including A.R.S. § 47-2316, FSWF makes no warranties of any kind—express, implied, statutory, or otherwise. This includes all implied warranties of merchantability, fitness for a particular purpose, warranty of title beyond the donor’s interest, non-infringement, and any warranty relating to condition, performance, roadworthiness, durability, or suitability. All warranties arising from description, sample, model, usage of trade, or course of dealing are expressly disclaimed.

The Winner acknowledges that the motorcycle may contain latent, hidden, unknown, or dangerous defects, whether or not discoverable upon inspection, and knowingly accepts all such risks.

The Winner further acknowledges that they have not relied on any photograph, description, communication, mileage representation, restoration detail, repair history, or statement of any kind provided by FSWF, its agents, volunteers, donors, partners, or vendors. Any such information was general and informational only. FSWF has not inspected or verified the motorcycle's condition, history, or suitability for use. The bidder's decision to bid was made independently and at their sole risk.

FSWF transfers only such title as it received from the donor. FSWF does not guarantee that the title is free of prior liens, claims, encumbrances, ownership disputes, documentation errors, or defects. FSWF does not guarantee the Winner's ability to register the motorcycle with the Arizona Motor Vehicle Division or any other jurisdiction. FSWF does not guarantee the accuracy of any VIN, mileage, restoration claim, repair history, emissions status, or donor-provided document. The Winner assumes full responsibility for all DMV requirements, emissions inspections, safety certifications, and any disputes with prior owners, lienholders, insurers, or governmental entities.

The Winner is solely responsible for all costs associated with towing, loading, transport, shipping, fuel, parts, fluids, tires, repairs, maintenance, insurance, storage, and compliance with motorcycle laws and licensing requirements.

The Winner is also solely responsible for all federal, state, and local tax obligations, including income tax, sales tax, use tax, and excise tax. The winning bid constitutes a purchase rather than a donation, although any amount paid in excess of fair market value may be deductible under IRS guidelines. FSWF provides no tax advice and assumes no responsibility for the Winner's tax treatment.

By bidding and/or taking possession of the motorcycle, the Winner fully and irrevocably releases FSWF and its officers, directors, employees, volunteers, agents, donors, partners, and vendors from any and all liability relating to motorcycle defects, failures, unsafe conditions, accidents, injuries, fatalities, losses, title issues, registration issues, or negligent acts or omissions, to the fullest extent permitted under Arizona law, including A.R.S. §§ 12-681 through 12-686 and 12-553. Any liability of FSWF is capped at the amount of the winning bid.

The Winner agrees to indemnify, defend, and hold harmless FSWF and all related persons and entities from any and all claims, demands, damages, liabilities, losses, attorney's fees, expert fees, and litigation costs arising out of or related to ownership, transportation, operation, storage, maintenance, injuries, accidents, violations of law, DMV or emissions issues, title disputes, towing incidents, and claims asserted by prior owners, lienholders, insurers, or government authorities.

The Winner understands and acknowledges that motorcycles inherently involve significant risks, including accidents, collisions, mechanical failures, catastrophic breakdowns, and the risk of serious injury or death. The Winner voluntarily assumes all such risks, whether known or unknown, and agrees that FSWF bears no responsibility for them.

These Rules are governed exclusively by Arizona law. Any dispute must be brought individually in a court of competent jurisdiction located in Maricopa County, Arizona. The Winner waives the right to participate in a class action, waives punitive, consequential, incidental, or special damages, and waives any right to rescind, revoke acceptance, or obtain equitable relief. The Winner's sole remedy is limited to actual out-of-pocket damages not exceeding the winning bid amount.

All proceeds from this auction benefit Fresh Start Women's Foundation, a 501(c)(3) nonprofit organization located in Phoenix, Arizona.