



# ABSENTEE BIDDER AGREEMENT

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260 | p 480.421.6694 | f 480.421.6697 | www.Barrett-Jackson.com

March 27-30, 2008

- Completed** Bidder Agreement with TWO signatures.
- \$100 US Bidder Registration Fee
- Copy of current driver license, state ID or passport.
- Proof of current auto insurance.
- Bank Letter of Guaranty for authorization to purchase Lot(s) using personal or business/dealer check.
- OR advance deposit of 20% of your desired bid limit for cash purchases. Example: \$6,000 deposit for \$30,000 bid limit.
- OR Cashier's Check(s) made out to Barrett-Jackson equal to the full amount of your desired bid limit.
- OR Bank of America Credit Card account number to verify available credit line. (On-site Bank of America authorization form is required.)

- Dealers:** A copy of your current dealer license AND state resale (tax ID) certificate.
- Consignors receive complimentary credentials with completed and signed form.** The bid limit is calculated on the value of your vehicle. To exceed this amount, a Bank Letter, Bank of America Authorization Form or Cashier's Checks must be submitted at time of registration. Also submit a recent photograph if you are registering for the first time.

Bidder privileges will not be issued if application is incomplete or if required items are omitted.

**All absentee bidding requests must be received no later than 24 hours prior to the time the first Lot number you wish to bid on crosses the auction block.**

<b>Office Use</b>	Date Entered by:	Date:	Fee Paid:	Type:	Lot #	Bid Limit:	Method:
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## 1 PERSONAL INFORMATION Please print or type

New       Previous

FIRST NAME	MI	LAST NAME	EMAIL ADDRESS
HOME ADDRESS	CITY	STATE	ZIP CODE
HOME PHONE #	HOME FAX #	CELL PHONE #	
SOCIAL SECURITY #	DRIVER'S LICENSE #		STATE ISSUED

Are you a dealer?    Yes    No   **NOTE:** If you are a Dealer, Barrett-Jackson requires copies of both your current dealer license and state resale tax ID number. If copies are not attached, you will be subject to all applicable Sales Tax.

DEALER LICENSE NUMBER	STATE	STATE RESALE (TAX ID) NUMBER	STATE
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DESIRED BID LIMIT: \$\_\_\_\_\_ Indicate below which method of payment you plan to use for vehicle purchases. NOTE: Checks for vehicle purchase(s) MUST be drawn (\$30,000 Minimum Bid Limit) against the bank and account number that appears on the Bank Letter of Guaranty.

NAME OF BANK OR INVESTMENT COMPANY	ACCOUNT NUMBER
ADDRESS	CITY      STATE      ZIP CODE
BANK CONTACT NAME	DIRECT PHONE #      FAX #

## 2 METHOD OF PAYMENT FOR VEHICLE PURCHASE(S)

<input type="checkbox"/> CHECK WITH BANK LETTER (Original Bank Letter Enclosed) <input type="checkbox"/> CASHIER'S CHECK(S) (Cashier's Check Enclosed) <input type="checkbox"/> CASH WITH ADVANCE DEPOSIT (20% Deposit Enclosed) <input type="checkbox"/> BANK OF AMERICA CREDIT CARD: CARD # _____ (Call Bank of America @ 866-277-5365 to apply or confirm limit.)	If you wish to use a credit card for payment of the \$100.00 registration fee, please complete the following: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER Card # _____ Exp. Date (M/Y) ____ / ____ Signature _____
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## 3 BIDDER AGREEMENT

I authorize the investigation of my financial and credit worthiness. I have read and understand the Terms and Conditions of Sale as stated herein. I understand that if I allow anyone to use my bidder number, I will be held personally responsible to all Terms and Conditions of this Agreement. I understand and agree to the 12% Buyer's Premium, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the fall of the auctioneer's hammer.

**SIGNATURE (Required):** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 (Please read and sign the "Authorization" section herein. Without a signature on the "Authorization" section, your application is incomplete.)

Bidder #

Last Name, First Name

**BIDDING OPTIONS** *Please check your preferred method of bidding. Please select only ONE method of bidding.*

**INTERNET BIDDING**

Please assign me a user ID and password to place bids over the Internet during the auction. I have a PC with necessary software (Microsoft Windows 98, NT, ME, 2000, XP or 2003) and a 56K or greater connection to the Internet. I am also providing telephone contact information so that I can be reached as needed by an auction representative during the event.

**TELEPHONE BIDDING**

I am providing primary and secondary telephone numbers where I can be reached during the event. I understand that I will be contacted approximately 2 minutes before any of the Lot numbers below cross the block so that I can place bids with an auction representative.

Primary Telephone – Area : \_\_\_\_\_ Number: \_\_\_\_\_

Secondary Telephone – Area : \_\_\_\_\_ Number: \_\_\_\_\_

I understand it is my responsibility to accept the incoming telephone call for this purpose. If Barrett-Jackson is unable to reach me on one of these numbers, I will forfeit my opportunity to bid.

**AUCTION REPRESENTATIVE**

Please enter bids on my behalf for the items listed below up to the maximum bid stated for each item. I understand that absentee bidding is a service provided by Barrett-Jackson Auction Company for my benefit, and the Barrett-Jackson Auction Company cannot be held responsible for errors with respect to the bidding process.

**LOT NUMBER(S) FOR ABSENTEE BIDDING**

LOT NO.*	DESCRIPTION:	MAX. BID.*

\* Maximum bid indicated does not include absentee Buyer's premium of 12%, tax or any other fees associated with purchase. Please consider these fees when establishing the maximum amount you plan to bid. Maximum bids that exceed your established limit will not be accepted.

**AUTHORIZATION**

Barrett-Jackson Auction Co. LLC, is instructed to accept my bids for the Lots described above. I understand that my bid will be entered and executed for my convenience and on my behalf, at the lowest possible price, up to my limit indicated for each Lot, via online transaction, verbal instructions, in writing, or by telephone. I understand that Barrett-Jackson is not responsible for failing to execute this bid or for errors relating to the execution of this bid, and that Barrett-Jackson is not responsible for omissions or late arriving bids.

I understand and agree that the contract of sale is entered on the acceptance of the final bid by the fall of the auctioneer's hammer, and that the purchase price payable shall be the sum total of the final bid, the Buyer's premium, and all applicable fees and taxes. I further understand and agree that storage, insurance and shipping is payable in advance, and will be arranged at my request, expense and risk. I also understand that no state or city taxes will be charged to purchased Lots transported out of state by common carrier, when accompanied by a Bill of Lading.

I hereby authorize the verification of my financial information to establish and pre-approve my method of payment for purchases. I have read, understand, and agree to the Terms and Conditions of Sale as stated in the Terms and Conditions section. I also agree to the Buyer's premium of 12% and all applicable taxes and fees.

**SIGNATURE (Required):** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PALM BEACH 2008 ABSENTEE BIDDER TERMS AND CONDITIONS OF SALE**

This Bidder Agreement ("Agreement") is made between Barrett-Jackson Auction Co. LLC ("Barrett-Jackson") and the person or entity submitting this Bidder Agreement as listed on the reverse side of this Agreement ("Buyer").

**1. LIMITATIONS AND DISCLAIMERS:**

(A) Each Lot is consigned to Barrett-Jackson by the seller shown on the Consignment Agreement ("Seller"). Each Lot is sold "AS IS - WHERE IS", with all faults and defects, and with all errors of description. Buyer understands that (i) any and all information concerning any Lot is provided by Seller; (ii) Barrett-Jackson does not make any representations or express any opinions of its own concerning any Lot; and (iii) Barrett-Jackson does not examine any Lot or any component of any Lot, research the title documents or the provenance of the Lot or verify any information provided by Seller, nor does Barrett-Jackson undertake any duty to do any of the foregoing for the benefit of Buyer or anyone else. Buyer acknowledges that Barrett-Jackson's only duty toward Buyer is to transfer the Lot to Buyer "AS-IS - WHERE IS", upon full performance by Buyer under this Agreement and at the times specified in this Agreement. Except with regard to such duty, Buyer hereby waives and releases Barrett-Jackson from and against any claim, demand, liability, or expense of any kind arising out of or related to the Lot, expressly including without limitation any assertions of negligence (including negligent misrepresentation) or breach of warranty. Buyer agrees not to join Barrett-Jackson as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged representations concerning the Lot, and further agrees to look solely to Seller with respect to such matters. If Buyer fails to comply with this provision, Buyer agrees to reimburse Barrett-Jackson for all costs, expenses and fees, including attorney fees, in defense of such claims.

(B) Barrett-Jackson disclaims all warranties, express or implied, concerning the Lot, including the warranties of merchantability or fitness for any particular purpose(s). Buyer represents that the amounts bid for any Lot are based solely on Buyer's own independent inspection and evaluation of that Lot. As a material inducement to this agreement: (i) Buyer has undertaken to make his own examination of any Lot before bidding; and (ii) assumes all risk of any non-conformities in any Lot. Buyer further acknowledges that he has not relied upon any assumptions regarding Barrett-Jackson's knowledge concerning the Lot or the Seller nor upon any oral or written representations by Barrett-Jackson, including without limitation any representations as to condition, year or age, serial or identification number, make, model, mileage, equipment, genuineness or authenticity, originality, previous use or ownership, manufacturing or restoration processes of any Lot or any component of any Lot. Finally, Buyer acknowledges that his invocation of the mediation provisions set forth in Section 4(B) below does not create any warranties, express or implied, and that Barrett-Jackson shall have no liability to Buyer or Seller as a result of its facilitation of any mediation.

(C) All Statements contained in any catalogs, brochures or advertisements of any type pertaining to the sale, including without limitation any statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage of any Lot or of any component of any Lot, are either expressions of opinion or are for ease of identification only, and they are not to be relied upon by Buyer as representations of fact. Buyer assumes all risks associated with any nonconformity of any Lot or any component of any Lot and, as a condition of Buyer's participation in the auction, Buyer represents that he will conduct any inspections and examination necessary to satisfy himself of all material facts before making any bid.

(D) Neither Barrett-Jackson, nor Seller, nor any agent, employee or representative of Barrett-Jackson or Seller, has given or authorized any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any Lot. In any event, Barrett-Jackson assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

**2. COMMISSIONS AND FEES:**

(A) A BUYER'S PREMIUM OF 12% OF FINAL BID PRICE IS PAYABLE BY THE BUYERS OF ALL VEHICLE LOTS (17% for Automobilia Lots). Buyer understands and agrees that he must pay the sum equal to 12% for any vehicle Lot or 17% for any Automobilia Lot purchased at this auction, that this fee will be automatically included in the final settlement figure, and that he will be subject to applicable taxes and license fees.

(B) Buyer will be required to pay all applicable taxes, license fees, or other fees levied by any authority, unless Barrett-Jackson receives satisfactory proof of exemption (to be determined in Barrett-Jackson's sole discretion). There are no refunds once Barrett-Jackson has paid taxes and license fees (typically two weeks).

(C) Buyer agrees that if he acquires or if any related entity or person acquires, within 60 days after the auction date, any Lot consigned to the Barrett-Jackson auction that is not sold through the auction for any reason Buyer will be obligated jointly and severally, with the Seller, for the immediate payment to Barrett-Jackson of a commission in the amount of 20% of the sale price of the Lot.

**3. PAYMENT:**

(A) Buyer shall bring a bank reference and a copy of Buyer's signature, certified by that bank. Buyer agrees to pay for all Lots on the day of sale in U.S. currency, certified check or cashier's check. Personal checks may be accepted, at Barrett-Jackson's sole discretion, but only if accompanied by irrevocable bank letter of guaranty in favor of Barrett-Jackson stipulating Buyer's credit limit on the day of the sale. There shall be no deviation from this provision without the prior written consent of Seller and Barrett-Jackson. Buyer hereby authorizes Barrett-Jackson to recover lost commissions due to them should Buyer default, and charge this amount to Buyer's American Express, Discover, Visa or MasterCard.

(B) Should Buyer default upon the purchase in any manner, for any reason, Buyer agrees to pay Barrett-Jackson the full sum of both the Buyer's premium (12% of sale price) and Seller's commission (8% of sale price). This sum is due and payable without relief. Buyer also agrees to pay any court cost, attorney fees, storage, etc., incurred by Seller or Barrett-Jackson. This in no way releases Buyer from any and all financial responsibility regarding said purchase.

**4. PASSING OF TITLE:**

(A) Upon the fall of the Auctioneer's hammer, title of the offered Lot will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth herein, and at such time Buyer: (i) assumes full risk and responsibility for the Lot and neither Barrett-Jackson nor its agents shall be responsible for the loss of, or any damage to, any article due to theft, fire, breakage or any cause whatsoever; (ii) will sign a Contract of Sale confirming purchase of the Lot; and (iii) will pay the full purchase price plus applicable commission.

(B) All property must be removed from Barrett-Jackson's premises by Buyer not later than 72 hours following the completion of the sale. If any Lot is not removed, a handling charge of 1% of the purchase price will be payable by the Buyer per month, until it's removed, with minimum of 5% for

any property not removed within 60 days after the sale. After 90 days, Barrett-Jackson may dispose of the property. BUYER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BARRETT-JACKSON FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

(C) Lots, titles and/or bills of sale will only be released in the case of cash purchases. In all other cases release will be made only after payment (cashier's checks, traveler's checks, money orders and company and personal checks, even if you have submitted a "Letter of Guaranty") has cleared Barrett-Jackson's bank account. The title and/or bill of sale will be delivered to Buyer at the time settlement is made with Seller (typically within 21 business days from the date of sale).

(D) If Buyer or Buyer's representative drives a vehicle on auction site, all applicable Arizona Motor Vehicle Laws must be adhered to.

**5. REMEDIES:**

(A) In the event Buyer breaches these terms and conditions of sale or fails to consummate the sale for any reason, Barrett-Jackson may, in addition to and not in lieu of any rights available at law or in equity, and at its sole discretion: (i) compel specific performance and hold Buyer liable for the bid price and associated commissions; (ii) resell any Lot by public or private auction for Buyer's account and risk, after 15 days' written notice to Buyer at Buyer's last known address, and hold Buyer liable for all damages, including the difference between the bid price and resale price, Barrett-Jackson's full commission on the bid price, all costs for resale (including commissions), and consequential damages; or (iii) cancel the sale and retain all payments made by Buyer, including any advance deposits, as liquidated damages and not as a penalty.

(B) Before Buyer may initiate any legal proceeding arising out of or relating to any sale occurring as a result of this Agreement, including, but not limited to issues related to Seller's representations or statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage, or any other representation made regarding any Lot, Buyer shall submit to a mediation with Seller to be facilitated by Barrett-Jackson or its designee. Barrett-Jackson or its designee will facilitate this mediation in good faith in an effort to resolve any such dispute. If the parties are unable to reach an agreed resolution, or if Barrett-Jackson in its sole discretion determines this effort to be unsuccessful, Seller and Buyer may thereafter resolve their dispute through appropriate legal channels. If Buyer avails himself of this mediation provision, Buyer must obtain a Request for Mediation form from Barrett-Jackson and submit the completed form in accordance with the instructions contained therein to begin the mediation process. The Request for Mediation form must be submitted within 30 days from the date of purchase of the vehicle or Buyer shall be deemed to have waived and forfeited the opportunity to request mediation.

(C) Buyer acknowledges that Barrett-Jackson may have an interest in commissions resulting from the resolution of a dispute through this mediation process. Buyer hereby waives any potential or actual conflict of interest inherent in such a mediation process and agrees to defend (using counsel reasonably acceptable to Barrett-Jackson), indemnify and hold Barrett-Jackson harmless for, from and against any claims, demands, actions, judgments, liabilities, losses or expenses (including attorney fees) arising from or related to Barrett-Jackson's mediation of any dispute arising out of or relating to this Agreement, excepting only those matters arising out of Barrett-Jackson's willful misconduct.

(D) Notwithstanding the foregoing, and in the event the mediation referenced in section 4(B) is unsuccessful, Buyer's sole and exclusive remedy shall be an action for actual damages against Seller. Buyer shall have no right to revoke acceptance of any Lot after the fall of the hammer, and Buyer shall have no right to maintain any action for consequential damages.

(E) Buyer's invocation of the mediation provisions of this Agreement shall not create any warranty or any other liability between Barrett-Jackson and Buyer. As stated in section 1(B) above, Barrett-Jackson expressly disclaims all warranties, express or implied, concerning the Lot, including the warranties of merchantability or fitness for any particular purpose(s).

(F) In the event of any dispute between Buyer and Barrett-Jackson arising out of or related to this Agreement or its subject matter, Buyer's claim for damages shall be limited exclusively to actual damages, and shall not include consequential damages, or incidental or other special damages.

(G) This Agreement, and any action arising out of or based on it or its subject matter, shall be governed by Arizona law excluding its conflicts of law rules. Buyer agrees that the state and federal courts located in Maricopa County, Arizona shall have exclusive jurisdiction over any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or its subject matter, and Buyer hereby waives any objection to venue laid therein. Buyer further agrees that the state and federal courts located in Maricopa County, Arizona shall have personal jurisdiction over Buyer for the purposes of any action described above.

**6. ENTIRE AGREEMENT:**

This Agreement and any Contract of Sale which may be delivered to Buyer contain the entire agreement between the Buyer and Barrett-Jackson pertaining to the subject matter described herein. Any terms proposed by Buyer orally or in writing which add to, vary from or conflict with this Agreement shall be void, and the Agreement shall constitute the complete and exclusive statement of the agreement between the parties and may be modified only by written instrument executed by the authorized representatives of both Buyer and Barrett-Jackson and which expressly modifies the Agreement.

**7. ASSIGNMENT:**

This Agreement, and any and all rights, obligations, claims or causes of action arising from it or its subject matter, may not be assigned to or acquired by any other person or entity without Barrett-Jackson's prior written authorization.

**8. SEVERABILITY:**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law: (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this agreement; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and this Agreement shall be deemed reformed accordingly.

**9. APPEARANCE RELEASE:**

By completing this Bidder Agreement, Buyer hereby acknowledges he has given Barrett-Jackson permission to use his likeness for television, video screens, still photography and/or any other visual/audio recording. Buyer hereby waives all residual rights or claims that might arise from use of his picture or likeness for any purpose at any future date. Entry into the auction site constitutes acceptance of the above terms and conditions.

**Office Use:**

Last name, First initial: \_\_\_\_\_ Bidder # \_\_\_\_\_

Lot Number(s) Purchased \_\_\_\_\_ Year / Make / Model \_\_\_\_\_ Price \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_