



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

# PALM BEACH 2017 AUTOMOBILIA AUCTION BIDDER AGREEMENT

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260  
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## REGISTRATION PAYMENT INFORMATION

**AUTOMOBILIA AUCTION** - Registration includes a Bidder Paddle which allows bidding privileges for the Automobilia Auction only (Not valid for bidding during car auction), Automobilia Auction Catalog, and seating in the auction arena during the Automobilia Auction (Not valid for arena seating during the car auction). Automobilia Auction registration does not include admission to the event. Event tickets must be purchased separately. Registration fees are non-refundable.

\$50 Live-In house bidders - 15% Buyers Premium

\$25 Absentee or Internet bidders - 17% Buyers Premium

Payment Method \_\_\_\_\_

If you wish to use a credit card for payment of the registration fee, please complete the following:

VISA  MASTERCARD  AMEX  DISCOVER

Card # \_\_\_\_\_

Exp Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## PERSONAL INFORMATION

EMAIL ADDRESS \_\_\_\_\_

FIRST NAME \_\_\_\_\_ MI \_\_\_\_\_ LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ MOBILE PHONE \_\_\_\_\_

DRIVERS LICENCE # \_\_\_\_\_ STATE ISSUED \_\_\_\_\_

## METHOD OF PAYMENT FOR AUCTION PURCHASES INFORMATION

**DESIRED BID LIMIT \$** \_\_\_\_\_. **Indicate below which method of payment you plan to use for purchases:**

**CASH** - A 10% bid limit deposit is required. The minimum deposit is \$500 giving you a \$5,000 bid limit.

Cashiers Check \$ \_\_\_\_\_  Cash \$ \_\_\_\_\_

**CHECK** - A Bank Letter of Guaranty is required. Letters must be written on bank letterhead using our sample format. The minimum for a bank letter guarantee is \$5,000.

**WIRE** - A Wire Letter of Guaranty is required. Letters must be written on bank letterhead using our sample format. The minimum for a wire letter guarantee is \$5,000.

**CREDIT CARD** - A 10% bid limit deposit is required in the form of cash or cashiers check. The minimum deposit is \$500 giving you a \$5,000 bid limit. A maximum of \$5,000 per registrant per auction may be charged for auction purchases.

Cashiers Check \$ \_\_\_\_\_  Cash \$ \_\_\_\_\_

VISA  MASTERCARD  AMEX  DISCOVER

Card # \_\_\_\_\_

Exp Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## BIDDER AGREEMENT SIGNATURE

**I have read and understand the terms and conditions of sale as stated on the following pages of this form, which are part of this agreement. I understand that if I allow anyone to use my bidder paddle, I will be held personally responsible to this agreement. I understand and agree to the Buyer's Premium, Terms and Conditions of Sale, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the fall of the auctioneer's hammer. Sales tax, if applicable, will be charged on the final total of hammer price plus premium.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Auction registrant hereby agrees to the following terms and condition of auction sale:**

**1. LIMITATIONS AND DISCLAIMERS**

(A) All property is sold "As is, Where is" and we make no guarantees, warranties or representations, express or implied, with respect to the property or correctness of the catalog or other description of authenticity of physical condition, size, quality or rarity of the property or otherwise.. No statement anywhere, whether oral or written, shall be deemed such guarantee, warrantee, or representation, Prospective bidders should inspect the property before bidding to determine condition, size and whether or not it has been repaired or restored. , 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.

(B) Neither Barrett-Jackson or Seller, or any agent, employee or representative of Barrett-Jackson or Seller has given or authorized any other person to give any affirmation, representation, warranty or guarantee concerning any Lot. In any event, Barrett-Jackson acts solely as Seller's agent, and Barrett-Jackson assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

**2. PAYMENT**

(A) Buyer agrees to pay for all Lots on the day of sale either by United States currency, or credit card. If not paid for and taken away by Buyer on the day of the sale, any Lot may be removed to a public warehouse by Barrett-Jackson, without notice, at the account, risk and expense of Buyer. There shall be no deviation from the provision without the prior written consent of Seller and Barrett-Jackson. Bidder hereby authorizes Barrett-Jackson to recover lost commissions due to them should Bidder default, and charge this amount to Bidder's American Express, Visa or Mastercard.

(B) Should I default upon my purchase in any manner, for any reason, I agree to pay Barrett-Jackson the full sum of both the buyer's premium 15% of sale price live (17% absentee/internet) and seller's commission (15% of sale price). This sum is due and payable without relief. I also agree to pay any court cost attorney fees, storage, etc., incurred by the Seller or Barrett-Jackson. This in no way releases Buyer from any and all financial responsibility regarding said purchase.

(C) A BUYER'S PREMIUM OF 15% LIVE OR 17% INTERNET/ABSENTEE BID OF FINAL BID IS PAYABLE BY THE BUYERS ON ALL LOTS. Bidder understand that they must pay the sum equal to 15% LIVE (Fifteen Percent) OR

17% ABSENTEE/INTERNET (Seventeen Percent) on any article purchased at this auction, and that this fee will be automatically included in the final settlement figure, and will be subject to applicable taxes and license fees, and is payable without relief to Barrett-Jackson.

(D) All lots are sold subject to State of Florida and County sales tax unless a resale number is provided during registration.

**3. PASSING OF TITLE**

(A) Upon the Auctioneer's call of "SOLD", title of the offered lot will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth here, and such Bidder thereupon (a) assumes full risk and responsibility therefor and neither the Seller no Barrett-Jackson or its agents shall be responsible for the loss of, or any damage to any article due to the theft, fire, breakage or any cause whatsoever, however occasioned, (b) will sign a confirmation of purchase thereof, and (c) will thereupon pay the full purchase thereof. All property must be removed from our premises by the Purchaser at their expense no later than 72 hours following the completion of the sale, and if it is not so removed, a handling charge of 10% (ten percent) of the purchase price will be payable by the Purchaser per month, until its removed, with minimum of 20% (TWENTY PERCENT) for any property not so removed within 60 days after the sale. After 90 days, Barrett-Jackson may dispose of the property. PURCHASER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BARRETT-JACKSON FROM ANY LIABILITIES WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

**4. REMEDIES**

(A) In the event that Buyer breaches these terms and conditions of sale or fails to consummate the sale for any reason, Seller and Barrett-Jackson, in addition to and not in lieu of any rights available at law or in equity, may: (1) compel specific performance and hold Buyer liable for the bid price, (2) resell any Lot by public or private auction for Buyer's account and risk, after fifteen (15) days' written notice to Buyer at Buyer's last known address, and hold Buyer (including commissions), and consequential damages; (3) retain the Lot and hold Buyer liable for the difference between the bid price and the fair market value; or (4) cancel the sale and retain all payments made by Buyer as liquidated damages and not as a penalty.

(B) Arizona law shall govern this agreement. (C) All disputes, proceedings, or controversies relating to or arising out of this agreement shall be resolved exclusively in the courts located in Maricopa County, Arizona.

**All bidders will provide proper I.D. and valid major credit card when registering, and will sign the registration form thereby acknowledging acceptance of said terms.**

Initial \_\_\_\_\_ Date \_\_\_\_\_