Barrett-Jackson®

THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

ABSENTEE BIDDER REGISTRATION PACKET 2016

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260
p 480.421.6694 | **f** 480.355.3414 | **www**.Barrett-Jackson.com

TO REGISTER FOR SCOTTSDALE 2016, PLEASE SUBMIT THE BIDDER AGREEMENT FORM, WITH THE REQUIRED ITEMS LISTED BELOW.

- ☐ 1. Completed Bidder Agreement with signature, and initials on each page.
- ☐ 2. Registration Fee - All fees are non-transferable and non-refundable.
  Scottsdale - $100
- ☐ 3. Copy of current driver's license, state ID or passport (front and back)
- ☐ 4. Copy of current auto insurance card or declaration page that is valid through the dates of the Auction
  PROOF OF INSURANCE MUST INCLUDE INSURED'S NAME, POLICY NUMBER AND EXPIRATION DATE
- ☐ 5. Customer Acknowledgements with signature
- ☐ 6. Method of Vehicle Payment - (New method of payment must be submitted for each Auction attended)
  *Customers using a **Bid Limit Deposit** for registration will be required to deposit a **minimum of $9,000 USD cash or cashiers check(s)**. This will provide a $90,000 bid limit. Customers using a Letter of Guaranty, Wire Transfer will still have a minimum $30,000 bid limit.*

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

- o **Bank Letter of Guaranty** - Checks for vehicle purchase(s) must be drawn from the account that appears on the Bank Letter of Guaranty. Cashiers will NOT accept checks written against funds from another bank or investment account. A bank statement or verification of deposit will NOT be accepted as a letter of guaranty. The minimum bid limit is $30,000 USD.
- o **Wire Transfer Letter of Guaranty** - Bidders using non-US bank accounts or individuals planning to wire US funds to pay for vehicle purchase(s). Letters must be written on bank letterhead using the 'Non-US Bidder or Wire Transfer Customers' format. The minimum bid limit is $30,000 USD.
- o **Desired Bid Limit Deposit in the form of cash or cashiers check(s) made payable to Barrett-Jackson only** - The minimum bid limit is $90,000 which requires a $9,000 USD deposit in cash or cashiers checks. Personal/ business checks and credit cards will NOT be accepted for bid limit deposits. If a vehicle is purchased, you will be required to pay balance in cash, cashiers check or wire transfer. Personal/business checks are not acceptable as a form of payment without a Bank Letter of Guaranty.
- o **Woodside Credit** - Woodside Credit, a nationwide collector car finance company has been selected by Barrett-Jackson to provide low monthly payment financing to Barrett-Jackson clients. Call 800.717.5180 or visit their website at www.WoodsideCredit.com/Barrett-Jackson for more information. The minimum bid limit is $30,000.

REGISTRATION INFORMATION FOR DEALERS:

If you are a dealer we will need a copy of your current dealer license AND a copy of your current state resale/tax ID.

You will also need one of the following:

- **Verification of Dealer Ownership** - If you are the principal/owner of the dealership, but your name is not listed on the Dealer License or state resale/tax ID.
- **Dealer Authorization to Bid** - If you are a representative of the dealership and not the principal/owner.

REGISTRATION INFORMATION FOR FOREIGN BIDDERS:

Acceptable Methods of Payment:

- **Wire Transfer Letter of Guaranty** - Letters must be written on bank letterhead using the 'Non-US Bidder or Wire Transfer Customers' format. Forms are available on our website at www.Barrett-Jackson.com. The minimum bid limit is $30,000.
- **Bid limit Deposit** - Cash or cashiers checks in US funds and routed through a US bank. The minimum bid limit is $90,000. The minimum cash/cashiers check deposit is $9,000 USD.

Due to the size, weight and the delays at customs we are unable to mail out credential packets to customers using an address outside of the US. Credential packets will be held onsite. If you would like to make other arrangements using your UPS, FedEx, or DHL account, please contact the bidder department.

Buyer's premium for on-site buyers is 10% for vehicle purchases and 15% for automobilia purchases. Telephone, internet or proxy Buyer's premium is 12% for vehicle purchases and 17% for automobilia purchases. Premium will be added to the hammer price. Sales tax, if applicable, will be charged on the final total of hammer price plus premium.

BIDDER PADDLES WILL NOT BE ISSUED IF APPLICATION IS INCOMPLETE OR IF REQUIRED ITEMS ARE OMITTED.

For assistance please contact us by: **PHONE**: 480.421.6694 **FAX**: 480.355.3414

For forms and general questions, please visit our website at: www.Barrett-Jackson.com

EMAIL: bidders@barrett-jackson.com **MAIL**: 7400 East Monte Cristo Avenue, Scottsdale Arizona, 85260

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REGISTRATION PAYMENT INFORMATION - *Please select from the following options*

☐ **SCOTTSDALE 2016 - $100**

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 _____ /_____ CVV CODE _____

SIGNATURE_____ DATE_____

PERSONAL INFORMATION *Please print or type*

☐ New Bidder ☐ Previous Bidder ☐ Consignor

EMAIL ADDRESS

FIRST NAME MI LAST NAME

SOCIAL SECURITY # DATE OF BIRTH DRIVER'S LICENSE # STATE ISSUED

HOME OR MAILING ADDRESS CITY COUNTY STATE ZIP CODE

HOME PHONE # HOME FAX # CELL PHONE #

Would you like the vehicle(s) titled to (Must check one): ☐ Personal ☐ Company ☐ Dealer

DEALER INFORMATION *Please print or type*

DEALER OR COMPANY NAME YOUR TITLE/POSITION

DEALER OR COMPANY ADDRESS CITY COUNTY STATE ZIP CODE

PHONE # FAX # CELL PHONE #

DEALER LICENSE NUMBER STATE EXPIRATION DATE

STATE RESALE/TAX ID/GST/HST NUMBER STATE EXPIRATION DATE

METHOD OF PAYMENT INFORMATION

DESIRED BID LIMIT: $_____ Indicate below which method of payment you plan to use for vehicle purchases.

☐ BID LIMIT DEPOSIT
☐ CASHIER'S CHECK(S) ☐ CASH
The minimum required for a deposit is $9,000 USD, giving you a $90,000 bid limit.

☐ BANK LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Bank Letter of Guaranty' format
The minimum required for a bank letter of guaranty is $30,000 USD

☐ WOODSIDE CREDIT
Call 800.717.5180 to apply or confirm limit
The minimum required for a Woodside Credit is $30,000 USD.

☐ WIRE TRANSFER LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Wire Transfer of Guaranty' format
The minimum required for wire transfer letter of guaranty is $30,000 USD

NAME OF BANK OR INVESTMENT COMPANY ACCOUNT NUMBER

BANK CONTACT NAME DIRECT PHONE # FAX #

BIDDER AGREEMENT SIGNATURE

I authorize the investigation of my financial and credit worthiness. **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 all Terms and Conditions of 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. All fees are non-transferable and non-refundable.

SIGNATURE (Required): _____ DATE: _____

Office Use Bidder #: Entered by: Date: Lot#: Value:

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PLEASE CHECK YOUR PREFERRED METHOD OF BIDDING. PLEASE SELECT ONLY ONE METHOD: ☐ **INTERNET** ☐ **TELEPHONE** ☐ **PROXY**

BIDDING OPTIONS

☐ 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 (MUST SPECIFY LOT NUMBER)

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. **To ensure the accurate placement of any telephone bids, I expressly consent to and permit the recording of all telephone conversations and communications made with Barrett-Jackson or any of its representatives, and agree and acknowledge that my telephone conversation may be recorded.**

☐ PROXY BIDDING (MUST SPECIFY LOT NUMBER)

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.

All Absentee Bidding requests must be received prior to the day you wish to bid on a car.

LOT NUMBER(S) FOR TELEPHONE AND/OR PROXY BIDDING

LOT NO.	DESCRIPTION:	MAX. BID.* (PROXY BIDDING ONLY)

* Maximum bid indicated does not include absentee Buyer's premium of 12% for vehicle purchases or 17% for automobilia purchases, 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% for vehicle purchases or 17% for automobilia purchases, and all applicable taxes and fees.

PRINT NAME: _____

SIGNATURE (Required): _____ DATE: _____

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TERMS AND CONDITIONS OF SALE

This Bidder Agreement ("Agreement") is made between Barrett-Jackson Auction Co. LLC ("BJAC") and the person or entity listed on page 1 ("Buyer").

1. LIMITATIONS AND DISCLAIMERS

(A) Each Lot is consigned to BJAC by a seller with a Consignment Agreement ("Seller"). Each Lot is sold "AS IS-WHERE IS", with all faults and defects and all errors of description. Buyer understands that: (i) any and all information concerning any Lot is provided by Seller; (ii) BJAC does not make any representations or express any opinions of its own concerning any Lot; and (iii) BJAC does not undertake any duty to examine any component of any Lot, research the title documents or the provenance of the Lot or verify any information provided by Seller for the benefit of Buyer or anyone else. Buyer acknowledges that BJAC's only duty toward Buyer is to transfer the Lot to Buyer "AS-IS-WHERE IS", upon full performance by Buyer under this Agreement. Except with regard to such duty, Buyer hereby waives and releases BJAC 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), breach of contract or breach of warranty. Buyer agrees not to join BJAC 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 BJAC for all costs, expenses and fees, including attorney fees, in defense of such claims.

(B) BJAC expressly disclaims all warranties, express or implied, concerning the Lot, including warranties of merchantability or fitness for any particular purpose. Buyer represents that the amount bid for any Lot is 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 nonconformities in any Lot. Buyer further acknowledges that he has not relied upon any assumptions regarding BJAC's knowledge concerning the Lot or the Seller, or upon any oral or written representations by BJAC, 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 provision set forth in Section 5(B) below does not create any warranties, express or implied, and that BJAC shall have no liability to Buyer or Seller as a result of its facilitation of any mediation.

(C) All Statements contained in any catalogs 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 provided by the Seller, not BJAC, and 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. As a condition of 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 BJAC nor any agent, employee or representative of BJAC has given or authorized any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any Lot. BJAC assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

(E) Buyer acknowledges that BJAC must comply with U.S.-mandated economic and trade policies and that such compliance may include reviewing individual customer and/or transactional data for compliance.

(F) For auctions conducted in Nevada, neither the Seller nor BJAC is required to obtain the emissions inspections or tests required by NRS 445B.770. Any emissions inspections or tests required must be obtained by Buyer before a motor vehicle may be registered. (NRS 445B.805)

2. COMMISSIONS AND FEES

(A) A BUYER'S PREMIUM OF 10% OF FINAL BID PRICE IS PAYABLE FOR ALL VEHICLE LOTS (15% for Automobilia Lots). Buyer understands and agrees that he must pay the sum equal to 10% for any vehicle Lot or 15% 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. Buyer understands and agrees that a 2% penalty will be added to the Buyer's premium if Buyer leaves the auction venue without settling his final account. Sales tax, if applicable, will be charged on the final total of hammer price plus premium.

(B) Buyer will be required to pay all applicable taxes, license fees, or other fees levied by any authority unless BJAC receives satisfactory proof of exemption (to be determined in BJAC's sole discretion). There are no refunds once BJAC has paid taxes and license fees (typically two weeks). Buyer acknowledges that the bidder registration fee paid to participate in the auction is not included in or deducted from the total price of any Lot purchased.

(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 BJAC 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 BJAC of a commission in the amount of 18% (No Reserve Lots) or 20% (Reserve Lots) of the sale price of the Lot.

3. PAYMENT

(A) All bidder fees are non-refundable and non-transferrable.

(B) A valid method of payment must be submitted for each auction. 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 BJAC's sole discretion, but only if accompanied by irrevocable bank letter of guaranty in favor of BJAC 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 BJAC. Buyer hereby authorizes BJAC to recover lost commissions or fees due to BJAC should Buyer default and charge this amount to Buyer's credit card on file or to recoup such commissions or fees through any other available means of payment.

(C) Buyer acknowledges and agrees that he is expressly prohibited from submitting a bid for purchase of any Lot if any such single or cumulative bid(s) exceed(s) Buyer's credit limit then on file with BJAC for the auction. If Buyer circumvents this provision and succeeds in entering a winning bid in excess of his credit limit, Buyer hereby warrants and agrees that he shall remain fully liable to BJAC and to Seller for the complete purchase price, plus applicable fees and commissions, and that funds shall be remitted to BJAC on the day of sale.

(D) Should Buyer default upon the purchase for any reason, Buyer agrees to pay BJAC the full sum of both the Buyer's premium and Seller's commission. This sum is due and payable without relief. Buyer also agrees to pay any court cost, attorney fees, storage, or other related cost or expense of any kind or nature whatsoever incurred by Seller or BJAC as a result of Buyer's default. This provision is in addition to and in no way supersedes or replaces Buyer's financial responsibility regarding such 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 BJAC 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; (iii) will pay the full purchase price plus applicable commission; (iv) will ensure the purchased vehicle complies with any emissions testing requirements in the applicable jurisdiction; and (v) warrants and agrees that he will perform the necessary steps to document the transfer of title in accordance with applicable state law within 30 days of receipt of transfer documentation from BJAC.

BUYER'S INITIALS: _____

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(B) Buyer must remove all property from BJAC's premises not later than 72 hours following the sale, unless otherwise specifically instructed in writing by BJAC. If any Lot is not removed, a handling charge of 1% of the purchase price will be payable by the Buyer per month, until the Lot is removed, with minimum of 5% for any property not removed within 60 days after the sale. After 90 days, BJAC may dispose of the property. BUYER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BJAC 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 has cleared BJAC'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 the auction site, all applicable Motor Vehicle Laws must be observed at all times. Buyer is responsible for providing proof of current insurance for each auction event.

5. REMEDIES

(A) In the event Buyer breaches these terms and conditions or fails to consummate the sale for any reason, BJAC 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 plus 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, BJAC'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) Unless otherwise prohibited by law, 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 BJAC or its designee on the terms and conditions set forth by BJAC. BJAC 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 BJAC in its sole discretion determines this effort or the prospect of mediation 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 request a Request for Mediation form from BJAC and submit the completed form in accordance with the instructions contained therein to begin the mediation process. The 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 assistance from BJAC.
(C) Buyer acknowledges that BJAC 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 BJAC), indemnify and hold BJAC harmless for, from and against any claims, demands, actions, judgments, liabilities, losses or expenses (including attorney fees) arising from or related to BJAC's mediation of any dispute arising out of or relating to this Agreement, excepting only those matters arising out of BJAC's willful misconduct.
(D) Notwithstanding the foregoing, and in the event the mediation referenced in section 5(B) is not requested in a timely fashion or 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 BJAC and Buyer. As stated in section 1(B) above, BJAC 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 BJAC 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, dispute, or proceeding relating to or 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. In any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all of BJAC's attorney fees, costs and other expenses incurred in connection with the litigation or proceeding if BJAC is successful in such litigation or proceeding.

6. ENTIRE AGREEMENT

This Agreement and related Contract of Sale contain the entire agreement between Buyer and BJAC 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 BJAC 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 BJAC'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 BJAC and/or its television partner permission to use his likeness for television, Internet, 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.

BUYER'S INITIALS: _____

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CUSTOMER ACKNOWLEDGEMENTS

ALL VEHICLES MUST BE REMOVED FROM AUCTION PREMISES NO LATER THAN 5:00PM WEDNESDAY, FEBRUARY 3, 2016

Bidder acknowledges that the auction event grounds must be cleared no later than Wednesday, February 3, 2016, at 5:00pm. If bidder purchases any vehicle(s), such vehicle(s) must be removed by this date and time. If any vehicle is not removed by a purchaser prior to this time, Barrett-Jackson shall have the vehicle removed and shall bill purchaser for any and all towing, storage and labor charges related to clearing the vehicle from the premises.

BARRETT-JACKSON PRIVACY POLICY NOTICE

Please read this important notice concerning Barrett-Jackson's Privacy Policy. The Protection of your nonpublic personal information is important to our company. It is common for companies like ours to share your nonpublic personal information with affiliated third parties (a company that is related by common ownership or corporate control) and, in some cases, with nonaffiliated third parties. Because we recognize that keeping your non-public personal information private is important to you, we would like to take this opportunity to explain our Privacy Policy.

ABOUT OUR PRIVACY POLICY

Our Privacy Policy applies to all customers of Barrett-Jackson. Our Privacy Policy is updated from time to time to ensure it remains consistent with our business practices and with applicable legal standards and regulations. The most current version of our Privacy Policy is available for your review at: http://www.barrett-jackson.com/about/privacypolicy.asp.

Our Privacy Policy explains:

- The types of information we may collect about you
- The types of information we may disclose to third parties
- The types of third parties to whom we may disclose information
- How we protect the nonpublic personal information we collect about you

SHARING OF INFORMATION

As a consignor/seller or a bidder/buyer at Barrett-Jackson, your contact information will be exchanged with the other party to any vehicle sale transaction completed by Barrett-Jackson. Other than on the terms and conditions set forth in this Privacy Policy Notice and in the Privacy Policy itself, Barrett-Jackson pledges that it will not sell, share, rent or otherwise transfer your information without your permission.

ACKNOWLEDGEMENT

We appreciate your business and the opportunity to assist you in understanding our Privacy Policy. We hope that you have found this information to be useful and appreciate the opportunity to continue to serve you in the future. If you have any questions about our Privacy Policy, please feel free to contact us.

CUSTOMER ACKNOWLEDGEMENT: I acknowledge that I received a copy of this Privacy Policy Notice on the date indicated below and that I have read and reviewed the most current Barrett-Jackson Privacy Policy and that my decision to conduct business with Barrett-Jackson constitutes an agreement to its terms and conditions. I acknowledge the duty to clear any purchased vehicle(s) from the auction event grounds, and authorize Barrett-Jackson to bill me for any and all towing, storage and labor charges related to clearing any purchased vehicle(s) from the premises.

_____ ACKNOWLEDGED

_____ DATE

_____ PLEASE PRINT NAME

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