



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

# SCOTTSDALE FALL 2024 AUTOMOBILIA AUCTION BIDDER AGREEMENT

BIDDER # \_\_\_\_\_

Corporate Headquarters 15555 N. 79th Place, Suite A, Scottsdale, AZ 85260

p 480.421.6694 | f 480.421.6697 | www.Barrett-Jackson.com

## 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
  - Internet  Phone  Auction Representative

If you wish to use a credit card for payment of the registration fee, please complete and attach the One Time Credit Card Payment Authorization Form.

## 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

Registered absentee bidders have an automatic \$5,000 bid limit. Winning absentee bidders will be charged the hammer price of item plus 17% Buyers Premium. The total maximum charges that can be made through credit card payment is \$8,000. Purchase totals exceeding \$8,000 must arrange alternative payment method (see below).

Internet bid limit is \$5,000. For a bid limit increase, please submit a Bank Letter of Guaranty (format example can be found on Barrett-Jackson.com) to automobilia@barrett-jackson.com at least 24 hours prior to auction.

**DESIRED BID LIMIT \$\_\_\_\_\_.** Indicate below which method of payment you plan to use for purchases. Cash will not be accepted.:

- 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 a cashiers check. The minimum deposit is \$500 giving you a \$5,000 bid limit. A maximum of \$8,000 per registrant per auction may be charged for auction purchases.
  - Cashiers Check \$\_\_\_\_\_

Please complete and attach the One Time Credit Card Payment Authorization Form.

## 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 badge, I will be held personally responsible for the purchase of that item. 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:** \_\_\_\_\_

**The following Terms and Conditions are incorporated as a material part of this automobilia bidder agreement.**

### **1. LIMITATIONS AND DISCLAIMERS**

(A) All property is sold "As is, Where is" and Barrett-Jackson makes 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, warranty, 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 any agent, employee or representative of Barrett-Jackson, has given or authorized any other person to give any affirmation, representation, warranty or guarantee concerning any Lot or items. Barrett-Jackson assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer. For items with a Reserve, the auctioneer reserves the right to place bids for the consignor up to the reserve amount.

(C) Barrett-Jackson may, in its sole and absolute discretion, cancel or rescind the sale of any Lot or Item.

### **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. Buyer hereby authorizes Barrett-Jackson to recover lost commissions due to them should Buyer default, and charge this amount to Buyer's American Express, Visa or Mastercard.

(B) Should Buyer default upon his purchase in any manner, for any reason, Buyer agrees 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 (17% 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 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. Buyer understands that they must pay the sum equal to 15% LIVE OR 17% ABSENTEE/INTERNET 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 and County or City sales tax where auction is held unless a resale number is provided during registration.

(E) 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 regarding telephone bids, and agree and acknowledge that my telephone conversation in placing telephone bids may be recorded.

(F) Buyer acknowledges and agrees that (i) Seller has appointed Barrett-Jackson as its payment collection agent solely for the limited purpose of accepting funds from Buyer on Seller's behalf

in connection with the sale of any Lot to Buyer; (ii) any payment Barrett-Jackson receives from Buyer shall be considered the same as payment made directly to Seller by Buyer; (iii) upon Buyer's payment of funds to Barrett-Jackson, Buyer's payment obligation to Seller for an amount equal to the funds remitted to Barrett-Jackson is terminated, and Barrett-Jackson is instead responsible, as applicable, for remitting the funds due to Seller less commissions and fees; and (iv) Seller's recourse is only against Barrett-Jackson if Barrett-Jackson fails, when required, to remit the funds received from the Buyer.

### **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 or Buyer 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 promptly pay the full purchase thereof. All property must be removed from the premises by the Buyer at his expense no later than 72 hours following the completion of the sale, and if it is not so removed, a handling charge of 10% of the purchase price will be payable by the Buyer per month, until its removed, with minimum of 20% for any property not so 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 LIABILITIES WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

### **4. REMEDIES; GOVERNING LAW; EXCLUSIVE JURISDICTION**

(A) In the event that Buyer breaches these terms and conditions of sale or fails to consummate the sale for any reason, 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 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. Should the auction be canceled by Barrett-Jackson due to a force majeure event, including without limitation Act of God, disease, pandemic, or governmental order or guideline, Buyer shall be entitled to a refund of his entry fee paid, if any, as his sole and exclusive remedy, and Barrett-Jackson shall have no liability to Buyer.

(B) Arizona law shall govern this agreement. All disputes, proceedings, or controversies relating to or arising out of this agreement or subject matter shall be brought and resolved solely and exclusively in the courts located in Maricopa County, Arizona. In any litigation or proceeding arising out of or related to this agreement or subject matter, Buyer agrees to pay all of Barrett-Jackson's attorneys fees, costs and other expenses incurred in connection with the litigation or proceeding if Barrett-Jackson is successful in such litigation or proceeding.

### **5. PRIVACY POLICY NOTICE.**

Barrett-Jackson's Privacy Policy is updated or revised from time to time. Please refer to the most current version of the Privacy Policy on barrett-jackson.com. By entering into this agreement, you agree to Barrett-Jackson's Privacy Policy. As a consignor or buyer at auction, your contact information will be exchanged with the other party to any sale transaction.

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

Initial \_\_\_\_\_

Date \_\_\_\_\_