



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

# SCOTTSDALE 2021 AUTOMOBILIA AUCTION BIDDER AGREEMENT

Corporate Headquarters 15555 N. 79th Place, Suite A, Scottsdale, AZ 85260  
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## 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 15% Buyers Premium. The total maximum charges that can be made through credit card payment is \$5,000. Purchase totals exceeding \$5,000 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](mailto:automobilia@barrett-jackson.com) at least 24 hours prior to auction.

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

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

**CREDIT CARD** - A credit card (Visa, Master Card, American Express, Discover) can be used as a form of payment up to a maximum of \$5,000. Total purchases above this amount must be paid with either a cashiers check or bank wire transfer.

## 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 of 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 (15% 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 of Arizona 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 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 resolved solely and exclusively in the courts located in Maricopa County, Arizona.

### **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 \_\_\_\_\_



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# ONE TIME CREDIT CARD PAYMENT AUTHORIZATION FORM

15555 North 79th Place, Suite A, Scottsdale, AZ 85260  
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## SIGN AND COMPLETE THIS FORM TO AUTHORIZE BARRETT-JACKSON AUCTION COMPANY, LLC ("BJAC") TO MAKE A ONE TIME DEBIT TO YOUR CREDIT CARD LISTED BELOW.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I \_\_\_\_\_ authorize BJAC to charge my credit card account indicated below for \_\_\_\_\_  
(FULL NAME) (AMOUNT)  
on or after \_\_\_\_\_. This payment is for  
(DATE)

- \$50 - Live in house bidders - 15% Buyers Premium
- \$25 - Absentee or Internet bidders - 17% Buyers Premium

BILLING ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL		

Account Type:  Visa  MasterCard  AMEX  Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.