



## BIDDER'S TERMS & CONDITIONS

Premier Auction Group, herein referred to as Auction Company is merely performing an auction service, and is responsible only for the warranties and guarantees set forth herein.

1. Purchaser agrees to accept ownership of merchandise / property at the fall of the gavel and he/she willingly assumes all responsibility and liability for said merchandise / property at the time and without exception.
2. Purchaser's Agreement: PURCHASER agrees to purchase said Lot for purchase price of last bid plus applicable buyer's premium for this auction and any applicable taxes; that upon making settlement that NO stop payment of funds will be honored; and any stop payment order of check or giving a check which is returned marked "insufficient funds"; shall be construed by the parties to be prima facie evidence of Fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction.
3. All transactions are to abide by the Laws and Rules of Uniform Commercial Code of the state of FLORIDA.
4. All bids are to be per lot unless otherwise mentioned by the Auctioneer.
5. The highest bidder is to be the buyer. In all case of disputed bids, the lot shall be resold, but the auctioneer will use his judgement as to the good faith of all claims and his decision is final.
6. BIDDERS are required to register and give full identification prior to bidding and are required to use the number issued to them identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on the Bidder Registration documents.
7. All items are offered for sale by Lot Number. The Auctioneer will accept bids from the bidders present in the room, absentee bidders, or absentee bidders who leave written bids in advance of the auction. The Auctioneer will execute bids in response to salesroom or absentee bids. The Auctioneer has the right to place a bid for the consignor up to the reserve amount. Further, the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer. When the reserve has been lifted, the Auctioneer will duly announce it.
8. The purchaser will afford every opportunity to view all lots prior to sale. However, the purchaser must understand that he/she is buying property entirely upon his/her own or agent's personal examination, inspection and opinion. All lots are sold **"AS IS WHERE IS,"** with all faults and defects. Any guarantees written or implied as to the authenticity, originality, or condition of any lot are not the guarantee of the Auction Company, and should be determined by the purchaser's own inspection and discretion. The vehicle/item and information presented at the time of auction is final and supersedes any previous representations. The information provided by the Seller / Consignor is deemed reliable, but is not guaranteed.
9. SHOULD any dispute arise after the sale, the Auction Company's records shall be conclusive in all respects.
10. Auction Company is not responsible for lost, stolen or damaged properties. Lots must be removed from the auction site within 48 hours of the auction end. If not claimed, the Auction Company has the right to remedy, move and store at new owner's expense.
11. Auction Company is not responsible for any and all liabilities, and/or any third party liabilities.
12. Auction Company will provide a service for lots that do not reach agreeable sale price, so as to endeavor to secure a proper buyer for the Seller / Consignor. This service is conducted by Auction Company to accept offers on such lots.
13. Any and all lots sold in this manner will be sold by the same terms as lots sold on the auction block.
14. Auction Company is entitled to any and all fees or commissions on any lot sold, due to or presented at an auction event up to 14 days after said event.
15. Auction Company shall be entitled to any Attorney's Fees incurred in the enforcement of these rules of the Bidder's Terms & Conditions or the enforcement of Sell / Buy Agreement.
16. Payment by check (approved Business) or Cashier's Check or Cash. NO CREDIT CARDS will be accepted for the payment of a vehicle.

**BUYER'S PREMIUM IS 9% WITH A \$500.00 MINIMUM, 15% ON MEMORABILIA, ADDITIONAL 3% FOR ALL PHONE BIDDERS**

I HAVE FULLY READ ALL THE TERMS & CONDITIONS AND UNDERSTAND THAT ALL ITEMS ARE SOLD "AS IS WHERE IS" AND ALL ITEMS MUST BE PAID FOR BY END OF THE DAY THAT THEY ARE PURCHASED.

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BIDDER SIGNATURE

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DATE / BIDDER NUMBER

## BIDDER REGISTRATION

\*Please scan and email to [julie@premierauctiongroup.com](mailto:julie@premierauctiongroup.com)  
or [chris@premierauctiongroup.com](mailto:chris@premierauctiongroup.com) or fax to 941-761-6935

### PERSONAL INFORMATION

FIRST NAME	MI	LAST NAME
MAILING ADDRESS		
CITY	STATE	ZIP
CELL PHONE	ALTERNATE PHONE	
EMAIL ADDRESS		
DRIVERS LICENSE #	STATE ISSUED	

### DEALER INFORMATION

DEALERSHIP NAME	DEALER LIC # / STATE	
DEALERSHIP ADDRESS		
CITY	STATE	ZIP
WORK PHONE	FAX NUMBER	

### METHOD OF PAYMENT

<input type="checkbox"/> CASH (\$2,000 deposit)	<input type="checkbox"/> CASHIER'S CHECK	<input type="checkbox"/> WIRE TRANSFER
<input type="checkbox"/> JJ BEST	<input type="checkbox"/> CHECK W/BANK LETTER (attach original)	
BANK NAME	CONTACT	
ADDRESS	PHONE	
ACCOUNT #	FAX #	

#### Non-refundable Bidder Registration Fee: \$150 (does not apply to purchase)

<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/> Credit Card -Visa/MC/Disc/Amex
Credit Card #	Expiration	CVV:

### BIDDER REQUIREMENTS

By signing below, bidder agrees to the following terms:

- 1- All purchases must be paid in full by the end of each auction day.
- 2- The buyer's premium applies to all sales: 9% vehicles (\$500 min.) 15% memorabilia. Additional 3% for all Phone Bidders.
- 3- S/he has read and understands the terms and conditions of sale. All sales are final. All items are sold AS IS, WHERE IS.
- 4- Ownership and responsibility of item(s) purchased is accepted upon the fall of the auctioneer's hammer.
- 5- I authorize the investigation of my financial and credit worthiness.

**SIGNATURE:**

**DATE:**