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SARATOGAAUTOMUSEUM.ORG

AUCTION@SARATOGAAUTOMUSEUM.ORG

2022 SARATOGA MOTORCAR AUCTION - BIDDER REGISTRATION

SATURDAY, SEPTEMBER 24 & SUNDAY, SEPTEMBER 25, 2022

BIDDER INFORMATION - IMPORTANT: PLEASE PRINT CLEARLY TO PREVENT ERRORS AND DELAYS

FIRST NAME MI LAST NAME

ADDRESS ☐ HOME ☐ BUSINESS CITY STATE ZIP CODE

HOME PHONE MOBILE PHONE HOME FAX EMAIL ADDRESS

FOR DEALERS

DEALER NAME DEALER NUMBER TAX NUMBER

DEALER ADDRESS CITY STATE ZIP CODE

NEW TITLE FOR VEHICLE(S) PURCHASED:

☐ PERSONAL ☐ DEALER ☐ BUSINESS

BIDDER TYPE:

☐ ON-SITE ☐ PHONE

HOW DID YOU FIND THE SARATOGA MOTORCAR AUCTIONS:

☐ INTERNET ☐ MAGAZINE ☐ TV/RADIO ☐ WORD OF MOUTH ☐ EVENT

☐ OTHER: _____

BIDDER FEE ACKNOWLEDGMENT

PRE-REGISTRATION

☐ \$200 Bidder Fee

DAY-OF REGISTRATION

☐ \$250 Bidder Fee

METHOD OF GUARANTEE

SELECT YOUR PLANNED METHOD OF GUARANTEE FOR VEHICLE PURCHASES BELOW

☐ BANK LETTER OF GUARANTEE
MUST BE PROVIDED ON BANK LETTERHEAD

☐ CREDIT CARD HOLD (\$2,000)
HOLD WILL ONLY BE PLACED IF/WHEN YOU WIN A LOT

PLEASE INCLUDE THE FOLLOWING

1. A method of guarantee listed on the following page
2. Copy of current driver's license
3. Please READ and sign the Bidder Registration Terms & Conditions
4. A copy of your current dealer's license and current state resale/tax IDs (if applicable)

PLEASE NOTE: All bidder registrations MUST BE ACCOMPANIED WITH PAYMENT
Check (Payable to Saratoga Automobile Museum) or Credit Card (form attached)

☐ I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS INCLUDED ON THE TERMS AND CONDITIONS PAGE.

SIGNATURE

DATE

OFFICE USE ONLY

BIDDER NUMBER:

ENTERED BY:

DATE:

INTERESTED LOT NUMBER:

TERMS AND CONDITIONS

1. ALL BIDS ARE FINAL: If you are awarded the final bid, ownership changes hands at the drop of the gavel, you are responsible for payment in full. All bids made during the sale may not be withdrawn for any reason by any bidders, in person at the auction, via phone, or online.

2. BUYER'S FEE: A buyer's premium will be charged on all lots sold. If your bid price is accepted as the winning bid on any lot, you will be charged a buyer's premium in addition to the accepted bid price. Buyer's premium is 10% on all automotive lots, 20% on non-automotive lots. Online purchases are subject to a buyer's premium of 13% for vehicle purchases and 23% for non-automotive purchases. Premium will be added to the purchase price. A document fee of \$75, paperwork processing and postage, and sales tax, if applicable, will be charged on the final total of purchase price plus premiums.

3. TERMS OF PAYMENT: **Payment in full is required by 5 pm, Tuesday, September 27, 2022.** All payments must be in the form of bank wire transfer, cash or certified funds unless other arrangements have been approved in advance by the Executive Director. Cash payments of \$10,000.00 or higher will be reported according to U.S. Federal government requirements. Should a bidder default on payment in any manner, without limiting any recourse the Saratoga Automobile Museum may have, bidder agrees to pay the Saratoga Automobile Museum all lost auction fees (which is the maximum published rates for (a.) the seller's fee, (b.) the buyer's premium, and (c.) the entry fee), this amount and due and payable without relief. Bidder agrees to also pay the Saratoga Automobile Museum's costs of collection, including attorney's fees and costs.

4. CONDITIONS OF SALE: According to New York State regulations all vehicles must be inspected prior to the vehicle leaving the Auction site if sold to a New York State Retail purchaser. All others are responsible for inspections and verification of condition and authenticity of any vehicle purchased. Statements printed in catalogs, signs, window cards, and verbal statements made by auctioneers or auction staff are representations made by the Consignor and the Saratoga Automobile Museum has no obligation to verify or authenticate any such claims on vehicles sold, whereas, with no representations or warranties, expressed or implied. The CONSIGNOR AND THE SARATOGA AUTOMOBILE MUSEUM DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY, PREVIOUS USE OR OWNERSHIP, MANUFACTURING OR RESTORATION PROCESSES, YEAR OR AGE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, OR MILEAGE OF ANY VEHICLE OR COMPONENT OF ANY VEHICLE, AND SPECIFICALLY DISCLAIM ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event shall the Saratoga Automobile Museum, the auctioneer, or any of its employees, agents, associates or affiliates be responsible or liable in any way for any warranties, guarantees, histories, or descriptions of any vehicle or article offered for sale.

5. RISK OR LOSS: The Saratoga Automobile Museum encourages bidders to self-inspect the vehicles and/or memorabilia before bidding to ensure the quality of the conditions and/or repair/restoration. Once the gavel falls and the winning bidder number is called, the risk of loss or damages passes on to the winning bidder.

6. DEALERS: All dealers must have current resale certificate for sales tax and current dealer license on file with the Saratoga Automobile Museum's auction office.

7. VEHICLE REMOVAL: Vehicles shall be removed from the auction premises no later than **5pm Tuesday, September 27, 2022**. Saratoga Automobile Museum will charge a reasonable daily storage fee of up to \$50 per day, should any vehicle be left on the premises.

8. VEHICLE TITLES: The amount of time for transfer of titles may vary. It is understood by all parties that vehicles that have a "Title in Transit" may take additional time to process. The Buyer shall hold the Saratoga Automobile Museum harmless arising from any governmental agency delays.

9. TRANSPORTATION OF VEHICLES: The Saratoga Automobile Museum may, from time to time in our discretion, transport or arrange via third parties to transport vehicles belonging to the buyer at the buyer's request and/or deemed necessary or desirable by the museum. In such cases, the museum is not liable for theft, conversion, loss, injuries, damage, claims, expenses (including legal fees), suits, or demands related to such vehicles (collectively, "transportation claims"), howsoever caused and to whomever caused. The buyer assumes all risks associated with the transportation of your vehicles. The buyer further acknowledges and agrees that the only claim or remedy for transportation claims, if any, shall be to and against the third-party carrier, its insurer, the buyer's insurer, or the third-party that caused the alleged damage, and not to, against, or involving the Saratoga Automobile Museum.

10. ADDITIONAL LOT ITEMS: Buyer acknowledges that the Saratoga Automobile Museum shall not be responsible for safekeeping or delivery of any of the provenance, books, build sheets, Protect-O-Plates, window stickers, or other records, awards or documents regarding the lot, and that the Seller is ultimately responsible for safekeeping of these items.

ADDITIONAL TERMS: If the bidder sues the Saratoga Automobile Museum for any reason and does not prevail, the bidder agrees to pay all legal fees and expenses associated with said suit to the Saratoga Automobile Museum. The law of the state in which the auction is held shall govern the provisions of this bid card. Jurisdiction for any action brought shall lie exclusively in a court of competent jurisdiction in the judicial district in which Saratoga County, New York is located. The bidder is responsible for all bids made with bidder number, whether or not made by the bidder and whether or not authorized by the bidder. If bidder number is lost or stolen, immediately report to the auction office as all bids made with this bidder number will be the bidders responsibility.