

## 2022 NAPLES MOTORCAR AUCTION - BIDDER CONTRACT

### FRIDAY, FEBRUARY 4, 2022 – THE ULTIMATE GARAGES, NAPLES, FLORIDA

#### 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

☐ \$200 – Standard Bidder Pass ☐ \$300 – VIP Bidder Pass ☐ \$100 – Consignor VIP Upgrade

VIP SECTION ACCESS & PREFERRED SEATING

#### PLEASE INCLUDE THE FOLLOWING

1. Proof of Funds
2. A copy of your valid 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

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:

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#### METHOD OF GUARANTEE

SELECT YOUR PLANNED METHOD OF GUARANTEE FOR VEHICLE PURCHASES BELOW

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

#### BIDDER REGISTRATION PAYMENT

- ☐ CREDIT CARD (BELOW)
- ☐ BY CHECK – MAKE CHECKS PAYABLE TO THE **SARATOGA AUTOMOBILE MUSEUM**

#### PAYMENTS BY CREDIT CARD

TO PAY BIDDER REGISTRATION FEE & CREDIT CARD HOLD (IF APPLICABLE)

- ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER ☐ OTHER \_\_\_\_\_

CARDHOLDER NAME

CREDIT CARD NUMBER

EXPIRATION DATE: MONTH / YEAR

CW / SECURITY CODE

BILLING ZIP CODE

\$

AMOUNT OF CHARGE

- ☐ I AUTHORIZE THE VENDOR, SARATOGA AUTOMOBILE MUSEUM, TO CHARGE THE ABOVE CARD THE PRINTED AMOUNT.

SIGNATURE

DATE

#### NOTES

OFFICE USE ONLY

BIDDER NUMBER:

ENTERED BY:

DATE:

INTERESTED LOT NUMBER:

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## **2022 NAPLES MOTORCAR AUCTION - BIDDER CONTRACT**

### **FRIDAY, FEBRUARY 4, 2022 – THE ULTIMATE GARAGES, NAPLES, FLORIDA**

#### **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 \$50 for 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, February 8th,** following the auction. 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:** 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 the fourth (4th) day following the date of sale, and thereafter, the Naples Motorcar Auction may charge a reasonable daily storage fee of up to **\$100 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.

**BIDDER'S INITIAL \_\_\_\_\_**

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**TERMS AND CONDITIONS, CONTINUED**

**9. TRANSPORTATION OF VEHICLES:** We may, from time to time in our discretion, transport or arrange via third parties to transport vehicles belonging to you at your request and/or deemed necessary or desirable by us. In such cases, we are 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. Such vehicles are being transported for you and at your request, and you assume all risks associated with the transportation of your vehicles. You further acknowledge and agree that your only claim or remedy for transportation claims, if any, shall be to and against the third-party carrier, its insurer, your own 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:** In the event either party brings action against the other, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorneys' fees and costs. 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 Collier County, Florida is located. You are responsible for all bids made with your bidder number, whether or not made by you and whether or not authorized by you. If your bidder card is lost or stolen, immediately report to the auction office as all bids made with this bidder number will be your responsibility.

☐ I acknowledge that I have read and agree to the terms included on the terms and conditions page.

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SIGNATURE

Please remit this packet to:

**Saratoga Automobile Museum**  
**110 Avenue of the Pines**  
**Saratoga Springs, New York 12866**

via email: [auction@saratogaautomuseum.org](mailto:auction@saratogaautomuseum.org)  
via fax: 518-587-4149