

# HOLLYWOOD WHEELS

P.O. Box 4160 • Seminole, Florida 33775 • 800.237.8954 or 727.424.1942

## BIDDER / PURCHASER AGREEMENT

- You must be registered to bid. You must register in our Bidder's Office at EACH sale. No bids will be taken from unregistered bidders.
- You may pre-register by MAIL, FAX, or register at the SALE SITE (pre-registration will save you time on the sale date.)
- You must have valid photo identification with you (i.e. driver's license, passport, etc.)
- **PAYMENT TERMS:**
  - Cash
  - Certified Funds
  - Personal or Company Check:
    - With a Bank Letter of Guarantee: Letter must match our sample letter.
    - Without a Bank Letter of Guarantee: You will be required to leave a \$500 deposit. Deposit can be cash or a non-charged authorization to a VISA, Master Card, Discover, or American Express. Cash will be refunded by mail within 14 days after the sale. The deposit will not be refunded during the sale under any circumstances.
- Buyers Premiums will be added automatically to the final price upon settlement and payable without relief to the auction company. Sales tax is governed by where the vehicle is titled and may be collected at the auction.
- You must pay the stated sum in accordance with the following schedule:

**Buyer Premium**                      **Sales Taxes (if applicable)**  
**8% Cars**  
**15% Memorabilia**

Payment is required within one hour of purchase unless other terms are pre-arranged.

The seller 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 own or his agent's examination and opinion. All lots are sold "AS IS, WHERE IS." Any guarantees written or implied to the authenticity, originality, or condition of any lot are not the guarantee of the Auction Company, and should be determined by the purchasers own inspection and discretion.

ALL BIDS ARE FINAL AT AUCTION. There is no "Cooling Off Period". If you are awarded the final bid, ownership changes hands at the drop of the gavel. You own the merchandise and are responsible for payment in full.

<b>FIRST NAME:</b>	<b>M.I.:</b>	<b>LAST NAME:</b>	<b>BIDDER # (Office Use)</b>
<b>AUTO DEALERSHIP NAME (If Applicable):</b>			
<b>DEALER NUMBER:</b>	<b>STATE:</b>	<b>RESALE TAX ID (Auto Dealer):</b>	
<b>FULL ADDRESS:</b>			
<b>TELEPHONE #:</b>	<b>MOBILE #:</b>	<b>EMAIL ADDRESS:</b>	
<b>DRIVER'S LICENSE:</b>		<b>SSN:</b>	
<b>BIDDING LIMIT DESIRED:</b>	<b>LETTER OF GUARANTEE:</b>	<b>METHOD OF FULL PAYMENT FOR VEHICLE:</b>	
<b>By signing this agreement, I signer affirms he / she has read the General Rules and Terms on the back of this form and states that he / she will abide by the same in their entirety.</b>			
<b>SIGNATURE:</b> _____		<b>DATE:</b> _____	

### MANDATORY INFORMATION TO BECOME A BIDDER

<b>PRIMARY BANK:</b>	<b>CONTACT:</b>
<b>ADDRESS:</b>	<b>PHONE:</b>
<b>ACCOUNT NUMBER:</b>	<b>ACCOUNT TYPE:</b>

## GENERAL RULES

1. HOLLYWOOD WHEELS is merely performing an auction service, and is responsible only for their warranties and guarantees set forth herein, herein referred to as Auction Company.
2. 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 that time and without exception.
3. Purchaser's Agreement: PURCHASER agrees to purchase Said Lot for purchase price of last bid plus buyer's premium; 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 deemed 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.
4. All transactions are to abide by the Laws and Rules of Uniform Code of the state in which the sale is held.
5. All bids are to be per lot unless otherwise mentioned by the Auctioneer.
6. The highest bidder is to be the buyer. In all cases 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.
7. BIDDERS are required to register and give full identification prior to bidding and are required to use the number issued to them when identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on Bidder's application.
8. Automobiles are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, absentee bidders by telephone, or absentee bidders who leave written bids in advance of the auction. The auctioneer may also execute bids in response to salesroom, telephone, or absentee bids. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. 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.
9. The seller 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 own or his agent's examination and opinion. All lots as sold "AS IS, WHERE IS." Any guarantees written or implied 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.
10. SHOULD any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.
11. HOLLYWOOD WHEELS IS NOT RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED PROPERTIES.
12. HOLLYWOOD WHEELS IS NOT LIABLE FOR ANY THIRD PARTY LIABILITIES. HOLLYWOOD WHEELS is not responsible for any and all liabilities.
13. HOLLYWOOD WHEELS will supply an area for cars that do not reach agreeable sale price, so as to endeavor to secure a proper buyer for the seller / consignor.
  - a. This area will be staffed by HOLLYWOOD WHEELS to accept offers on such vehicles.
  - b. Any and all vehicles sold in this manner will be sold by the same terms as cars sold on the auction block.
14. HOLLYWOOD WHEELS is entitled to any fee on any vehicle sold due to Hollywood Wheels event up to 21 days after said event.
15. HOLLYWOOD WHEELS shall be entitled to any Attorney's Fees incurred in the enforcement of this rules contract or the enforcement of Sell/Buy Agreement.
16. Upon being high bid, you are responsible to pay end hammer price plus auction fee. Non-payment will deem you liable for any losses incurred in the resale of said lot # to include, but not inclusive of freight, storage, differences in received value, auction fees.
17. Purchaser authorizes, without further notice, HOLLYWOOD WHEELS to recover any deficiencies due seller and/or HOLLYWOOD WHEELS and to charge purchaser's credit card for said amount(s).
18. If the buyer fails to comply with any of these General Rules and Terms HOLLYWOOD WHEELS may, in addition to asserting all remedies available by law including the right to hold such defaulting buyer liable for the purchase price (I) cancel the sale, retaining as liquidated damages any payment made by the buyer, (II) resell the property without reserve at public auction or privately on seven days notice to the buyer or (III) take such action that we deem necessary or appropriate. If HOLLYWOOD WHEELS resells the property, the original defaulting buyer shall be liable for the payment or any deficiency in the purchase price and all costs and expenses, including warehousing, the expense of both sales, responsible attorney's fees, commission, incidental damage and all charges due hereunder. In the event that such buyer pays a portion of the purchase price for any or all lots purchased, HOLLYWOOD WHEELS shall apply the payment received to such lot or lots that HOLLYWOOD WHEELS, in our sole discretion, deems appropriate. Any buyer who fails to comply with these General Rules and Terms will be deemed to have granted HOLLYWOOD WHEELS a security interest in, and HOLLYWOOD WHEELS may retain as collateral security for such buyer's obligation to Hollywood Wheels any property in Hollywood Wheels possession owned by such buyer, HOLLYWOOD WHEELS shall have benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held. This agreement shall be governed by and interpreted under the laws of Florida. By signing this document, both parties agree that any action that must be taken to enforce the terms of this agreement shall be brought in the Circuit Court of Palm Beach County, State of Florida.
19. Any litigation brought forward by bidder/purchaser will be against seller. Hollywood Wheels is merely performing an auction Service, and does not own the property. Upon litigation, bidder/purchaser will not be entitled recovery of fees earned by Auction Co. Duly performing its service.
20. Vehicles identified as having "matching numbers" may have additional seller requirements. Review the "matching numbers" forms for additional information.
21. Please be advised that the auction you are attending may be televised live or on a tape delayed basis. Your presence in the general location constitutes your consent to Hollywood Wheels and its licensees to use your image, voice, and likeness throughout the universe, in any and all media, in perpetuity as well as to live transmission on HD Theater. This also applies to any guests or family members that are with you.

## TERMS

1. Buyers are subject to premium at end hammer price.
2. Titles on purchased vehicles will be processed within 14 working days contingent upon confirmed payment.
3. All purchases must be paid for within one (1) hour.

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Consignor Signature

Date