

## LUCKY COLLECTOR CAR AUCTIONS BIDDER'S AGREEMENT

<b>BID PASS NO:</b>		<b>RESALE TAX ID:</b>	
NAME:		<b>SSN:</b>	
ADDRESS/CITY/STATE/ZIP:		<b>PAYMENT METHOD</b>	<input type="checkbox"/> Deposit <input type="checkbox"/> Other
		<i>JJ Best Financing (Pre-Approved)</i> <i>Cash Deposit</i> <i>Certified Funds</i> <i>Visa/Mastercard Pre-Authorized (3% fee)</i>	
DRIVER LICENSE NO.		<b>NOTES (OFFICE USE ONLY)</b>	
DRIVER LICENSE STATE (If different:)			
Mobile Telephone:			
Home Telephone::			
Work Telephone:			
FAX:		NAME: (PRINTED:)	
EMAIL:		DATE:	

### TERMS OF SALE:

**By my/our signature above, I/we the undersigned to hereby warrant and affirm the following facts and do hereby agree to the following terms, conditions, and provisions by and between the undersigned (hereinafter the "Bidder(s)") and Lucky Collector Car Auction (hereinafter the "Auctioneer" and/or Auction Company" without limitation and/or reservation of any kind.**

1. I agree to pay in full the bid amount plus buyer's fee (10% percent on vehicles and 20% on collectible memorabilia) (See #26) and all applicable state and local taxes and fees, with cash or certified check, in the amount owed on any vehicle for which I bid and/or sign a contract. Full payment of purchase must be received within two hours of the item selling. Acceptable payment may be limited to cash, certified personal check, Pre-Approved JJ Best Financing, Cash Deposit, or VISA/Mastercard Pre-Authorized (additional 3% Fee). Personal Checks will not be accepted unless accompanied by an acceptable irrevocable letter of guaranteed credit from the bank stating buying limit and authorized by an officer of the bank. Letter of Guarantee is retained by Auction Company at time of issuing bid pass. Sight drafts are not acceptable.
2. All Bidders may be required to provide proof of means to pay for any purchases. Auction Company retains the right to require a cash deposit before issuing a bid pass. I give permission for you to obtain my credit information.
3. All vehicles or any other purchases are sold "as is" and without guarantees by Auction Company or others. In no event shall the Auction Company be responsible for any guarantees. Titles may have brands or be mileage exempt or some sales may be by bill of sale only. Bidders must use their own discretion and review beforehand.
4. All statements by the Auctioneers and those statements printed in advertisements are believed to be correct, However, Bidders are to examine all cars and other items before bidding and do so based upon their own independent opinion and examination.
5. The Auction Company is not responsible for correctness of year, genuineness of make, model or options, mileage or any other description of the vehicles. These items are the responsibility of the owner/consignor of the vehicle. You are buying the lot number item presented at auction.
6. All cars are offered for sale subject to a reserve price set by the seller unless otherwise stated. When allowed by state law auctioneer may bid on the sellers' behalf up to the reserve price.
7. Ownership of an item passes to Bidder when Auctioneer says "sold". At that time the new owner assumes full responsibility of the item.
8. With regard to actual Auction event, presentation and sales bidding, should any dispute in a bid arise the auctioneer will use his judgment and his decision is final.
9. All vehicles must be removed from the premises by the successful Bidder at his/her own expense within forty-eight (48) hours of the end of the auction. If it is not removed, the Auction Company may remove and store the vehicle at the Bidder's sole risk and expense. Storage costs will be governed by T13 below.
10. All state and local taxes apply unless you can meet and prove of out of state residence requirements and/or provide an Automobile Dealer's license and resale tax number. Out of state Purchasers must acquire the necessary transport permits and provide a valid bill of lading from a recognized ICC carrier.
11. A successful Bidder's failure to comply with all of the conditions of the sale entitles Auction Company and/or the consignor to use other available remedies or courses of legal action to hold the Bidder liable. This may include, but is not limited to, the following:
  - Cancel the sale and retain as liquid damages all payments made by the Bidder.
  - Re-sell the property to a new purchaser at a private or public sale and in any such event the Bidder shall be liable for deficiency plus any incurred attorney fees, court costs, storage or transport costs, costs of collection and statutory interest.
  - I agree to grant the right of immediate repossession without notice to Lucky Auction or its agents.

12. I agree to pay any state, city, or county fees for the paperwork transfer process.
13. I agree to pay a storage fee of \$40.00 per day to the Auction Company for storage 48 hours after the sale. Storage rates are subject to change, and Bidder agree to pay the Auction Company's then posted storage rate.
14. The Auction Company provides title only. Licensing (including any emissions requirements, vehicle inspections, plate and tabs) is the responsibility of the new buyer. Some lots do not have title and will be sold by bill of sale only.
15. Delayed Payment Agreement only when announced as available
  - I agree to pay in full, plus buyer's fee and all applicable state and local sales tax and documentation fees, with cash or certified check, the amount owed on any vehicle for which I sign a Bill of Sale contract.
  - I understand that the entire amount of any purchase I make must be paid by 2:00 PM on the FIRST banking day following the auction, including buyer's fee and all applicable state and local sales tax and documentation fees.
  - I understand that failure to pay for my purchases on time will entitle Auction Company, Inc. and the consignor to hold me liable. This may include any incurred attorney's fees, court costs, collection fees and/or interest.
16. **Titles for items purchased are mailed by certified mail to the Bidder on the eleventh (11th) banking day following the sale.** Titles are only released to Bidder on cash transactions at the time of sale. Due to liens and titles held in safety deposit boxes, any title may be delayed up to ninety (90) banking days before it is released to Buyer regardless of method of payment. Auction Company will transfer title directly to retail purchaser where state law requires. Note: Title delay announced means the title may take up to 120 days to deliver to Bidder.
17. **SPECIAL NOTE: Waiver of and an all rights of Implied Warranty.** As a successful Bidder and purchaser of an item at this auction, I/we "explicitly waive my/our right to any implied warranty as set forth by state Law." In the case of a successful purchase of a collector vehicle, these automobiles may not be fit for ordinary driving and may not be reasonably safe and free of defects. This includes but is not limited to tires, brakes, steering, motor mounts, front and/or rear drive units. I agree to inspect each vehicle myself and ask the consignor of the vehicle to describe the condition of each vehicle. If auction company agrees to accept payment by credit card, cardholder/Bidder agrees not to cancel charge for any reason whatsoever.
18. **Seller's Representations.** Statements about the vehicles on the description sheets are provided by the consignor not Auction Company All statements made by the seller are accepted as reliable. Lucky Auctions shall have no obligation to verify seller's statements or claims. Any dispute regarding these statements including mileage must be made directly between consignor and Bidder without effect on the responsibility for paying for the purchase to Lucky Auctions.
19. **Jurisdiction/Venue-Governing Law.** Guarantor acknowledges that Auction Company is a Washington Corporation with its principal place of business in Tacoma, Washington. THE PARTIES EXPRESSLY AGREE THAT THIS CONTRACT SHALL BE CONSTRUED UNDER THE SUBSTANTIVE LAWS OF THE STATE OF WASHINGTON, THAT THE STATE COURTS OF WASHINGTON SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION BROUGHT TO ENFORCE THE TERMS OF THIS CONTRACT OR OVER ANY ACTION ARISING OUT OF THE UNDERLYING TRANSACTION(S) WITH LUCKY AUCTIONS AND VENUE MAY BE HAD IN THE PIERCE COUNTY SUPERIOR COURT SYSTEM OF THE STATE OF WASHINGTON.
20. **In the event of a dispute, all transactions between Bidder(s) and Auction Company may be combined together toward resolving the dispute.**
21. **The auctioneer may announce special circumstances that apply to the legal status of specific vehicles.** These announcements are described below and are part of the contract to purchase that specific car. May Require Bonding - Buyer will be responsible for any bonding or licensing required in their own state. Not Street Legal - Buyer understands vehicle is only suitable for off-road use. Note: The following cars are US legal and no special announcement will be made.
  - Vehicle with reassigned VIN tag
  - Canadian vehicle
  - Grey market vehicles that have a US issued title
22. **Vehicles over 10 years old and all customized and modified vehicles are deemed and accepted to have frame damage.** Assume all vehicles are non-matching numbers with non-original engines, unknown or exempt mileage unless specifically described otherwise by consignor. Some VIN plates have been removed and/or replaced and re-mounted at some point
23. **Any vehicle announced as a "Tribute Vehicle," "Replica," or "Recreation" was not originally manufactured as the vehicle it currently appears to be.**
24. **Legal Relationships between consignor and high bidder:** In the event that the party to any contract(s) concerning said vehicle believes that the terms of a contract have been breached, then all contract signatures for said vehicle agree, understand and accept that seller and high bidder have entered into a contract shall not be affected by such holding, and the remaining terms, conditions, covenants, agreements and provisions hereof shall continue in full force and effect.
25. **Severability.** If any term, condition, covenant, agreement or provision of this contract or the application thereof to any circumstance shall, to any extent, be held by a court of competent jurisdiction or by any authorized governmental authority to be invalid, void or unenforceable, the remainder of the contract shall not be affected by such holding, and the remaining terms, conditions, covenants, agreements and provisions hereof shall continue in full force and effect.
26. Buyer's fee of 10% of the bid amount, not less than \$200.00, will be charged to the buyer of each auction lot sold; except 20% of the bid amount is the sole and entire buy fee on all memorabilia. Credit card payment requires an additional 3%.
27. Bidder(s), by and through their authorized signatures and/or representatives below hereby warrant and affirm:
  - (a) They have reviewed and electively sign this agreement without question or reservation;
  - (b) They are authorized to commit and bind the parties set forth and/or described herein; waive any and all clauses or expectations that this agreement will be construed or interpreted against its real or perceived maker to the detriment of any one party over the other.

**EXECUTION/ACCEPTANCE:**

X