

Bidder: (Type of Bidder) on-site phone on-line

Name: _____ Dealer / Personal buyer
 Dealership name: _____ Dealer Number: _____
 Tax I.D. Number: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____ Fax Number: _____
 E-Mail: _____

Bank

Bank Name: _____ Phone Number: _____
 Address: _____
 City: _____ State: _____ Zip: _____

Bidder Registration

- 1 An official letter of certified funds from your bank, Or \$2000 Credit Card Hold
- 2 A front and back copy of your driver's license
- 3 \$100.00 Bidder's registration fee
- 4 Sign this document
- 5 Copy of Dealer's license and Tax ID (if applicable)

All bidder registration contracts
MUST BE ACCOMPANIED BY PAYMENT
 Check Or Credit card

Check (payable to Saratoga Automobile Museum)
 Credit Card (circle one) MC VISA AMEX DISCOVER
 Acct # _____
 Exp. Date _____ Sec. Code _____

Signature _____

Please send Registration Materials to: Attn. Jeff Whiteside: Saratoga Auto Auction, 110 Avenue of the Pines, Saratoga Springs, NY 12866. Once we have received all the necessary documents, you will receive a bidder badge and number.

I acknowledge that I have read and agree to the terms included in the bidder's terms and conditions.

Signature _____ Date _____

BIDDER'S TERMS AND CONDITIONS OF SALE

Bidding: ALL BIDS ARE FINAL AT AUCTION. If you are awarded the final bid, ownership changes handle at the drop of the gavel. You are responsible for payment in full. No bidder may retract a bid made during the sale for any reason.

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. Proxy buyer's and Credit card transactions 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. Sales tax, if applicable, will be charged on the final total of purchase price plus premium.

Terms of Payment: Payment of the purchase price is due immediately upon the Auctioneer's declaration of sale. All payments must be in the form of cash or certified funds unless other arrangements have been approved in advance. Cash payments will be reported according to U.S. Federal government requirements. Should a bidder default on payment in any manner whatsoever, without limiting any recourse Saratoga Automobile Museum (aka "SAM") may have, bidder agrees to pay SAM 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. Credit card holds will be charged to the card and offset the default payments due. Bidder will also be liable to seller for its damages. Bidder hereby authorizes SAM to deduct this charge with the credit card company at any time. Bidder agrees to also pay SAM's costs of collection, including attorney's fees and costs.

Conditions of Sale: Bidder is responsible for inspections and verification of condition, authenticity, and completeness of any vehicle purchased. Statements printed in catalog brochures, signs, window cards, and verbal statements made by auctioneers or auction staff are representations made by the Consignor and the SAM has no obligation to verify or authenticate any such claims or vehicles are sold as is, where is, with no representations or warranties, expressed or implied and CONSIGNOR AND SAM 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 SAM, 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.

Risk or Loss: Bidder is responsible of all risk of loss or damage immediately upon purchase of the vehicle or item, which occurs at the time of sale when bidder is declared by the auctioneer to have the successful bid. All vehicles or items purchased must be removed from the auction site at the bidder's expense immediately following the sale. If not removed by the end of the 2nd business day following the sale, SAM will remove the vehicle or item with all costs of moving and storage to be paid by the bidder.

Dealers Note: All dealers must have current sales tax income license and current dealer license on file with the auction office.

Other Terms: Vehicles not marked as offered without reserve are subject to a reserve bid set by the Consignor. When a vehicle is sold subject to such a reserve bid the auctioneer may bid on the Consignor's behalf in an amount not to exceed the amount of the reserve bid. All terms of sale posted on the auction premises, printed in sale brochures or forms, publicly announced, or otherwise published are incorporated herein by reference. In the event either party brings action against the other arising from or relating to this bid card or any auction held in connection herewith, 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 Saratoga County, New York is located. You are responsible for all bids made with this 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 SAM auction office as all bids made with this bidder number will be your responsibility. Seller of any vehicle will be paid the sale proceeds within 5 business days of the proceeds being collected in full from Buyer.