

## Saratoga Motorcar Auction – Bidder Contract

### **Bidder Information:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Dealer Name: \_\_\_\_\_ Dealer #: \_\_\_\_\_

### **Bidder Contract:**

**How are you bidding?:**  Live In Person  Phone  Absentee

\*If bidding online, please visit Proxibid to register.

1. Signed bidder contract
2. Method of guarantee
3. Copy of your valid driver's license
4. Copy of current dealer's license and current state resale certificate/tax IDs (if applicable)
5. **Saratoga Motorcar Auction requires bidders to provide a credit card number, even if you provide a bank letter of guarantee.**
6. Bank letters must be mailed, faxed or emailed to Saratoga Motorcar Auction prior to the sale.
7. Bidder must bring original bank letter to the sale.

### **Method of Guarantee:**

**Please select a method of guarantee for vehicle purchases below.**

Bank Letter  Credit Card Deposit (\$2,000 Hold)

### **Bidder Fee Payment:**

**Bidders receive entry to the auction plus one guest. Also, Bidder and guest gain entry to our Preview Day Event featuring Soul Session. To add guests or upgrade to VIP please see pricing below.**

\$200 Bidder Fee  \$25 Extra Guest Badge, per Day  \$50 Upgrade to VIP, per Day

\$20 additional ticket to Preview Day Event featuring Soul Session 6-9pm

# \_\_\_\_\_ Extra Guest Badges    # \_\_\_\_\_ VIP Badges    # \_\_\_\_\_ Tickets to Preview Day Event

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Bidder Submission Instructions:**

1. Mail: Saratoga Automobile Museum, 110 Avenue of the Pines, Saratoga Springs, NY 12866
2. Fax: 518-587-4149
3. Email: auction@saratogaautomuseum.org

**If you have any questions, please call Andrew Hennessey at 518-401-5187.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# SARATOGA AUTOMOBILE MUSEUM

# SARATOGA MOTORCAR AUCTION

**The following Bidder Terms and Conditions are incorporated as a material part of this Bidder Information and Selling Agreement.**

**\*\*\* Any winning bidder who does not contact the auction within 24 hours of purchase will be automatically charged a \$2,500 service fee on the credit card provided during registration. Saratoga Motorcar Auction will make every effort to reach the buyer, but a callback or email response is required if the initial contact attempt fails. The auction is willing to refund the \$2,500 fee if the buyer pays the purchase price and buyer's fees in full. \*\*\***

1. Saratoga Automobile Museum hereinafter referred to as "Saratoga Motorcar Auction", agrees to pay the costs of the auctioneers, the advertising, and the auction sale facility, clerks, cashiers, and necessary sale help. In consideration therefore, Buyer / Purchaser, hereinafter referred to as "Buyer", gives Saratoga Motorcar Auction the right to invoice them for any payments, if Buyer is awarded the final bid.
2. If Buyer is 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.
3. 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. **Document fee of \$150**, paperwork processing and postage, and sales tax, if applicable, will be charged on the final total of purchase price plus premiums.
4. **Payment in full is required by 5 pm, the second business day after 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 Motorcar Auction 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 Motorcar Auction costs of collection, including attorney's fees and costs. Non-payment will deem the purchaser liable for any losses incurred in the resale of said lots including, but not inclusive of freight, storage, difference in received value, or auction fees.
5. 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.
6. Seller represents that all of Seller's statements and claims concerning the Vehicle are true and correct, and Seller has not withheld from disclosure any material problems, flaws, or discrepancies regarding the Vehicle. The seller shall provide Saratoga Motorcar Auction written notice describing any title "branding" issues, including, but not limited to, the salvage, previously salvaged, or rebuilt condition of the Vehicle. The Seller shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein. Seller agrees that Seller or any agent or employee or independent contractor hired by Seller has not tampered with the odometer on the Vehicle. **SELLER ACKNOWLEDGES THAT SARATOGA MOTORCAR AUCTION SHALL NOT BE RESPONSIBLE FOR SAFEKEEPING OR DELIVERY OF ANY OF THE BOOKS, RECORDS, OR OTHER MATERIALS OR DOCUMENTS REGARDING THE VEHICLE (E.G. THE "BUILD SHEET," THE ORIGINAL WINDOW STICKER, THE OWNER'S MANUAL, TROPHIES AND AWARDS, ETC). SELLER SHALL BE RESPONSIBLE FOR SAFEKEEPING SUCH MATERIALS DURING THE AUCTION AND FOR THE DELIVERY OF SUCH MATERIALS TO ANY BUYER. SELLER INDEMNIFIES AND HOLDS SARATOGA MOTORCAR AUCTION HARMLESS FOR AND AGAINST ANY DAMAGES ARISING FROM ANY INCORRECT OR MISLEADING STATEMENTS OR ANY KNOWN OR UNKNOWN MATERIAL PROBLEMS, FLAWS, OR DISCREPANCIES CONCERNING THE VEHICLE.**
7. The Saratoga Motorcar Auction 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. All Vehicles are sold "AS IS, WHERE IS," with no warranties or guarantees. Except for New York State Retail Buyers, who have the right to "Limited Warranty".
8. **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.
9. Vehicles shall be removed from the Saratoga Motorcar Auction premises no later than the second business day following the auction, thereafter, the Saratoga Motorcar Auction may charge a daily storage fee of up to **\$100 per day**, should any vehicle be left on the premises.
10. 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. Seller warrants that Seller is the sole and only owner of the Vehicle(s), has the right to sell the Vehicle, **and has clear title or consent of the lien holder, if any, to sell the Vehicle.** The seller has provided Saratoga Motorcar Auction with all lien holder information, including name and amount, in advance of the sale. Seller agrees to correct any title defects and pay for the costs associated with providing Saratoga Motorcar Auction with good, clear, and merchantable title to the Vehicle.
11. Saratoga Motorcar Auction, does not guarantee miles or mileage on these vehicles, or any documents related to these vehicles.
12. The Saratoga Motorcar Auction is not responsible for arrangement of transportation of Vehicles. The Saratoga Motorcar Auction may, from time to time, arrange transport 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.
13. In the proper context, the term "Vehicle" as used herein is defined to mean any article, item, object, personality, or thing(s) sold according to this Consignment Contract and Selling Agreement and instruments collateral hereto.

# SARATOGA AUTOMOBILE MUSEUM

# SARATOGA MOTORCAR AUCTION

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**14.** If Buyer shall commence a legal action or proceeding against Saratoga Motorcar Auction, but does not prevail in such action or proceeding, Buyer shall reimburse Saratoga Motorcar Auction for all its legal fees and expenses connected with such action or proceeding. If Saratoga Motorcar Auction shall commence a legal action or proceeding against Buyer, and Saratoga Motorcar Auction prevails in such action or proceeding, the Buyer shall reimburse Saratoga Motorcar Auction for all its legal fees and expenses connected with such action or proceeding. This Bidder Contract and Selling Agreement and all disputes or actions related to, arising out of, or in connection herewith or the relationship of the parties hereto, shall be governed by and construed under the laws of the State of New York without giving effect to the principles of conflicts of laws thereof. Seller agrees to the venue and jurisdiction, if in state court, in the courts of Saratoga County, State of New York, and if in federal court, in the U.S. District of New York for all disputes or legal actions arising out of or in connection with any matter contained herein.

**15.** This instrument together with the Consignment Contract, Clerk Ticket, Customer Summary, Bill of Sale, Odometer Statement, Buyer's Guide, and any other document signed by one or both of the parties and notices posted as the auction site comprise the entire agreement of the parties and shall be binding on them and their respective heirs, personal representatives, and assigns. This instrument shall not be modified except in writing, signed by an officer or Saratoga Motorcar Auction in the auction or at the auction block. The above instruments constitute an agreement between the Buyer, Seller, and Saratoga Motorcar Auction and shall be interpreted under the laws of the State of New York.

**16.** Any litigation brought forward by the bidder/purchaser will be against the seller. Saratoga Motorcar Auction is merely performing an auction service and does not own the property. Upon litigation, the bidder/purchaser will not be entitled to recovery fees earned by Saratoga Motorcar Auction duly performing its service.

**17.** Please be advised that the auction you are attending may be televised live or on a tape-delayed basis. There may also be photographers or other forms of media present. Your presence in the general location constitutes your consent to Saratoga Motorcar Auction 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 transmissions. This also applies to any guests or family members who are with you.

**18.** Under no circumstances is any vehicle to be sold on the auction property without authorization from the auction. The parking lot is not a sale lot. Failure to comply may result in revoked buying and selling privileges. All bidder rules listed prior apply to online/phone bidders in addition to the rules that follow.

## **Online/Phone Bidder Rules:**

- 1.** All bidder rules listed prior apply to online/phone bidders in addition to the rules that follow.
- 2.** All sales whether live, online, or over the phone. All Vehicles are sold "AS IS, WHERE IS," with no warranties or guarantees. Except for New York State Retail Buyers, who have the right to "Limited Warranty".
- 3.** Online/Phone bidders agree to hold Saratoga Motorcar Auction and its employees harmless for any matters arising from the nature of the absentee bidder process.
- 4.** Online/Phone bidders must complete a full bidder registration via our website [www.saratogamotorcarauction.org](http://www.saratogamotorcarauction.org)
- 5.** It is the responsibility of the purchaser to secure proper transportation for any purchased vehicles. Saratoga Motorcar Auction can suggest appropriate transport companies, but it is ultimately the purchaser's responsibility to remove vehicles between the close of the sale and the close of business the Wednesday following.
- 6.** No bids will be taken from unregistered bidders.
- 7.** Saratoga Motorcar Auction requests that all phone bidders register 48 hours before the sale to allow time for registration and activation.
- 8.** Saratoga Motorcar Auction will attempt to reach a phone bidder at all numbers provided by the bidder on the registration form. If Saratoga Motorcar Auction is unable to reach the bidder, no bid will be placed. The bidder forfeits his/her opportunity to bid.
- 9.** Saratoga Motorcar Auction makes and provides no guarantee or assurance Saratoga Motorcar Auction's internet or phone bidding services will operate without interruption or that all services, products, features, functions, content, or operations will be available or perform as described or at any particular time or times. Saratoga Motorcar Auction is not responsible or liable for 1) Malicious code, delays, inaccuracies, errors, omissions or mistakes arising out of bidder's use of Saratoga Motorcar Auction's internet or phone bidding services 2) Any interruption or cessation of transmission to or from our website or to or from our telephone representative 3) Any bugs, viruses, Trojan horses or the like which may be transmitted to or through our site by any third party, or 4) The defamatory, offensive, infringing, breaching, fraudulent or illegal conduct of other users or third parties. Bidder acknowledges and agrees that the bidder is assuming the entire risk of using Saratoga Motorcar Auction's internet and phone bidding services and the features and functions associated with Saratoga Motorcar Auction's internet and phone bidding services.