



The Enthusiast Auction - Auburn, Indiana. April 22-23

# Bidder Registration Form

## BUYER'S TERMS, PROVISIONS & CONDITIONS OF SALE

**Bidding.** No bid may be retracted by Bidder/Buyer during the sale for any reason, regardless of whether bid is made in person, by telephone, or as an absentee bidder. All sales are final upon the Auctioneer's declaration of sale.

**Payment.** Payment of the purchase price is due immediately upon the Auctioneer's declaration of sale. Payments must be in the form of cash or certified funds. All cash payments will be reported according to U.S. Federal government requirements. Personal or company checks are acceptable with prior approval from Worldwide Auctioneers. Approval requires an irrevocable letter of guarantee from the purchaser's bank made to Worldwide Auctioneers, stating the auction name, sale dates, the limit of the bank's guarantee, and a commitment not to issue stop payments with respect to checks made payable to Worldwide Auctioneers. (Sample of this letter is available. Please call our office.) Your check may be converted to an electronic file. Alternate payment arrangements are available for absentee and telephone bidders and must be made in advance. Please direct inquiries to sales office. Final bid price for On-Site, Telephone or Absentee Bidders does not include 12% Buyer's Premium up to \$250,000 and 10% thereafter on automobiles or 21% Buyer's Premium on memorabilia lots, or applicable taxes or fees. A 3% Buyer's Premium discount will be given for cash settlement on memorabilia lots. Buyer is responsible for all federal, city, state, or other taxes due for which the Buyer does not qualify as exempt. Proof of exemption is Buyer's responsibility. Payment for vehicle is to be immediate and made directly by the Buyer to Worldwide with Buyer agreeing to pay Worldwide Auctioneers sales commission as per sale agreement.

**Non-Compliance of Buyer, Default and Remedies.** If the Bidder/Buyer fails to comply with any of the Conditions of Sale, including, without limitation, a Bidder/Buyer fails to timely pay the full purchase price and/or remove a purchased item when required, the Bidder/Buyer shall be in breach and default of this agreement and shall be liable to Worldwide Auctioneers, and Bidder/Buyer agrees that Worldwide shall be entitled to recover from such Bidder/Buyer, any and all damages, costs, expenses, fees (including attorneys' fees) and other amounts suffered and/or incurred. Worldwide may initiate legal action against the Bidder/Buyer including, without limitation, an action for specific performance, cancel or rescind the sale, resell the vehicle(s)/ memorabilia/collectible with or without reserve privately or at public auction and the Bidder/Buyer shall be liable for any deficiency between the purchase price (plus all damages, costs, expenses and fees, including attorney's fees incurred by Worldwide) and the resale price.

**Conditions of Sale.** ALL SALES ARE "AS IS, WHERE IS." BIDDER IS RESPONSIBLE FOR INSPECTIONS AND VERIFICATION OF CONDITION, AUTHENTICITY, AND COMPLETENESS OF ANY PURCHASED ITEM. BIDDER/BUYER EXPRESSLY AGREES NOT TO RELY ON THE CATALOGUE DESCRIPTION BUT THEIR OWN RESEARCH AND INSPECTION. NO WARRANTIES OR REPRESENTATION, EXPRESSED OR IMPLIED, OF ANY TYPE WHATSOEVER ARE MADE BY THE AUCTION COMPANY OR ANY OF THEIR REPRESENTATIVES. FURTHER, NO WARRANTIES, EXPRESSED OR IMPLIED OF MERCHANTABILITY OR FOR FITNESS ARE MADE. INFORMATION PRINTED IN BROCHURES, CATALOGUES, SIGNS, WINDOW CARDS, AND VERBAL STATEMENTS MADE BY AUCTIONEERS OR AUCTION STAFF ARE REPRESENTATIONS MADE BY THE SELLER, AND WORLDWIDE AUCTIONEERS HAS NO OBLIGATION TO VERIFY OR AUTHENTICATE ANY SUCH CLAIMS OR REPRESENTATIONS. NOTWITHSTANDING ANY ANNOUNCEMENT, ADVERTISEMENT, STATEMENT, ASSURANCE OR PROMISE BY, OR ON BEHALF OF, WORLDWIDE OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, AND NOTWITHSTANDING ANY VERBAL OR WRITTEN CONDITION REPORT PROVIDED BY WORLDWIDE, WORLDWIDE HAS NO OBLIGATION OR RESPONSIBILITY, AND DOES NOT ASSUME ANY OBLIGATION OR RESPONSIBILITY, TO UNDERTAKE AN INSPECTION OF ANY VEHICLE/MEMORABILIA/COLLECTIBLE PRIOR TO THE AUCTION. BIDDERS HAVE THE OPPORTUNITY AND THE RESPONSIBILITY AND ARE STRONGLY ENCOURAGED TO RESEARCH THE VEHICLE/MEMORABILIA/COLLECTIBLE PRIOR TO THE AUCTION AND CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF ANY ITEM, ACCOMPANYING SPARE PARTS, DOCUMENTATION, RESTORATION RECEIPTS, AND OWNERSHIP DOCUMENTS RELATING TO A VEHICLE PROVIDED BY THE SELLER TO WORLDWIDE. BIDDERS ARE SOLELY RESPONSIBLE TO SATISFY THEMSELVES, PRIOR TO BIDDING, AS TO THE CONDITION OF ANY VEHICLE/MEMORABILIA/COLLECTIBLE AND ALL MATTERS RELATING TO THE ITEM, INCLUDING, BUT NOT LIMITED TO, ANY DESIRED OR NECESSARY REPAIRS, RESTORATION OR MISSING PART, YEAR OR AGE, SIZE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, PREVIOUS USE OR OWNERSHIP, PROVENANCE, DOCUMENTS, MANUFACTURING OR RESTORATION PROCESS, DAMAGE, GENUINENESS, ATTRIBUTION, RARITY, OR HISTORICAL SIGNIFICANCE. WORLDWIDE, NOR THE SELLER, SHALL BE RESPONSIBLE OR LIABLE FOR ANY REPAIRS, RESTORATION, REPLACEMENT OF ANY PARTS, OR ANY OTHER MATTER. BY PARTICIPATING IN THE AUCTION, EACH BIDDER/BUYER EXPRESSLY WAIVES, AND AGREES THAT IT WILL NOT SEEK ANY RECOVERY FROM, OR PURSUE ANY CLAIM AGAINST, WORLDWIDE RELATING TO ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, FOR REPAIRS, RESTORATION OR REPLACEMENT OF PARTS. ANY ANNOUNCEMENTS MADE AT TIME OF SALE SUPERSEDE ANY PREVIOUSLY PRINTED INFORMATION. BUYERS SHOULD NOTE THAT MOTOR VEHICLES SOLD AT THIS AUCTION ARE INTENDED AS COLLECTOR'S ITEMS AND MAY NOT BE SUITABLE TO PROVIDE DAILY TRANSPORTATION AND WORLDWIDE SPECIFICALLY DISCLAIMS ANY WARRANTIES OR FITNESS FOR ANY PARTICULAR PURPOSE. THE AGE, NATURE, AND CONDITION OF THESE VEHICLES MAKES IT LIKELY THAT MAJOR COMPONENTS MAY HAVE BEEN MODIFIED, REPLACED, RESTORED OR REPAIRED IN SUCH A MANNER THAT IT IS IMPOSSIBLE FOR THE AUCTION COMPANY OR ITS REPRESENTATIVES TO INSPECT AND/OR VERIFY THE CONDITION OF ANY LOT TO PROVIDE ANY AUTHENTICITY OF ANY LOT FOR ANY PURPOSE.

**Other Terms.** Vehicles not marked as "Offered Without Reserve" are subject to a minimum bid set by the seller. When a vehicle is sold subject to such a minimum bid, the auctioneer may bid on the seller's behalf in an amount not to exceed the seller's minimum 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. This instrument, together with the Bidder's Registration Form, Clerk Ticket, Purchase Invoice and Bill of Sale, 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 of Worldwide Auctioneers in the auction office or at the auction block. The above instruments constitute a contract between Bidder/Buyer, seller and Worldwide Auctioneers. ALL PARTIES AGREE THAT THE EXCLUSIVE AND SOLE JURISDICTION AND VENUE FOR ALL CLAIMS, COURT ACTIONS, AND LAWSUITS ARISING UNDER THESE CONTRACTS BE THE COURTS OF THE COUNTY OF DEKALB IN THE STATE OF INDIANA AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. THE PARTIES AGREE THAT THEY SPECIFICALLY WAIVE ANY RIGHT THEY MAY HAVE TO HAVE ANY CLAIMS OR ISSUES HEARD IN FEDERAL COURT. Worldwide has a copyright on all images and likenesses taken or captured at our events and, by registering as a Bidder, you expressly agree that any and all images or likeness taken or captured by Worldwide belong to Worldwide and they have full rights to use in any manner they so choose. Bidder is responsible for their bidder number and action taken on behalf of your bidder number. Please notify the auction office immediately if you have lost your number.

## BIDDER INFORMATION

Name: \_\_\_\_\_

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

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work: /\_\_\_\_\_/\_\_\_\_\_ Fax: /\_\_\_\_\_/\_\_\_\_\_

Home: /\_\_\_\_\_/\_\_\_\_\_ Cell: /\_\_\_\_\_/\_\_\_\_\_

Date of Birth: \_\_\_\_\_ eMail: \_\_\_\_\_

Dealer #: \_\_\_\_\_ Resale Tax #: \_\_\_\_\_

Drivers License #: \_\_\_\_\_

State/Province Country - License: \_\_\_\_\_

Register Me To Be A/An:  On-Site Bidder  Absentee Bidder  Telephone Bidder  Online Bidder

Desired Bidding Limit \$ \_\_\_\_\_

Method Of Payments:  Cash\* (Requires a \$10,000 Cash Deposit)  Cashier's Check  
 Personal/Business Check with Bank Letter of Guarantee  
 Wire Transfer with Bank Letter of Guarantee

## BIDDER REGISTRATION FEES

\$150 (non-refundable) Includes admission for two and one auction catalogue.  
 MasterCard, VISA and Discover only.

MasterCard  VISA  Discover Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ 3-Digit Pin #: \_\_\_\_\_

## AGREEMENT SIGNATURE

I have read, understand and agree to the Terms & Conditions of this auction and hereby submit these bids. Final bid price for On-Site, Telephone or Absentee Bidders does not include 12% Buyer's Premium up to \$250,000 and 10% thereafter on automobiles or 21% Buyer's Premium on memorabilia lots, or applicable taxes or fees. A 3% Buyer's Premium discount will be given for cash settlement on memorabilia lots.

Signature | \_\_\_\_\_ Date | \_\_\_\_\_