



BIDDING CONTRACT

EVENT: CARS STARS AND ROCK'N'ROLL

TERMS OF SALE

1. **Terms are cash, certified check, bank draft or wire transfers.** Personal check and/or business check will be accepted only when accompanied by an irrevocable letter of guaranteed credit from the bank stating buying limit and authorized by an officer of the bank. All other arrangements must be approved by senior management.
2. All bidders must have a bidders pass in order to bid.
3. All bidders must provide EG Auctions US LLC with proof of means to pay for any purchases. EG Auctions US LLC retains the right to request a \$500 CASH deposit or \$500 CREDIT CARD AUTHORIZATION.
4. All vehicles, or any other purchases, are sold "AS-IS" and without guarantees by EG Auctions US LLC. In no event shall the auction be responsible for any guarantees.
5. 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 upon his or her opinion and examination.
6. EG Auctions US LLC is not responsible for correctness or year genuineness or any description of the vehicles.
7. All cars are offered for sale subject to reserve price set by the seller unless otherwise stated.
8. Ownership of an item passes to bidder when Auctioneer says "SOLD". At that time, the new owner assumes full responsibility of the item, including but not limited to insurance, damage, whether self-inflicted or by a third party, fire, theft or any other damage that should occur.
9. Should any dispute in a bid arise, the Auctioneer will use his judgment and his decision is final.
10. All vehicles must be removed from the premises by the purchaser at his own expense, not later than 1:00PM on Monday after the sale. If it is not removed, EG Auctions US LLC may remove and store the vehicle at the owner's risk and expense.
11. A purchaser's failure to comply with all of the conditions of sale entitles EG Auctions US LLC and the consignor to use other available remedies or courses of legal action to hold the purchaser liable. This may include the following:
 - a. Cancel the sale and retain as liquid damages all payments made by the purchaser.
 - b. Re-sell the property to a new purchaser at a private or public sale and in any such event the purchaser shall be liable for deficiency plus any incurred legal fees or court costs.
12. Payment Agreement:
 - a. I agree to pay in full by means of cash or certified check, the amount owed on any vehicle for which I sign a contract.
 - b. I understand that the entire amount of any purchase I make must be paid by 1:00PM on the FIRST banking day following the auction.
 - c. I understand that failure to pay for my purchase on time will entitle EG Auctions US LLC and the consignor to hold me liable. This may include all legal fees and/or court costs.
13. I agree to pay the actual costs of storage and towing for my car to EG Auctions US LLC after the first banking day.
14. BUYER'S FEE OF 7% of the bid amount will be charged to the Purchaser of each vehicle auction lot sold. MINIMUM SALES COMMISSION ON VEHICLES IS \$400.00.
BUYER'S FEE OF 15% of the bid amount will be charged to the Purchaser of each item of **EG Auctions' Memorabilia**. Separate buyer's fees will be determined and assessed by **independent memorabilia vendors** participating in the auction (ex: A Piece of The Past)
NO BIDS TAKEN FROM UNREGISTERED BIDDERS.
15. SPECIAL NOTE: As a buyer of a vehicle at this auction, I "explicitly waive my rights to any implied warranty as set forth by law". As collector vehicles, 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.
16. All Vehicles purchased as well as the Bidder's commission fee will be subjected to applicable Sales Tax. CA Residents will be taxed based on County of Residence. Out of State purchasers taking possession in California are subject to Riverside County tax rate. No Taxes applicable when shipping Out of State with a Licensed Transport Co. & Bill of Lading.
17. INSPECTION OF VEHICLE: "The prospective purchaser of a vehicle may, at his or her own expense and with the approval of the dealer, have the vehicle inspected by an independent third party either on or off these premises." [Section 11709.1]
18. CANCELLATION: "California Law does not provide for a "cooling off" or other cancellation period for vehicle purchase contract" [Section 11709.2]



EG AUCTIONS US
COLLECTOR CAR AUCTION HOUSE

Bidder #

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Your information is used to create your bill of sale: **USE YOUR FULL LEGAL NAME [AS SHOWN ON YOUR DRIVERS LICENSE] OR COMPANY NAME. PLEASE PRINT LEGIBLY!**

Name: _____ Address: _____
City & State: _____ ZIP Code: _____ Driver's License #: _____
Email Address: _____ Cell: _____ Work: _____

I have read and understand the Terms of Sale of this contract:

Signed: _____ Date: _____

NOTE TO DEALERS: IF YOU ARE REGISTERING TO BID AS A DEALER, PLEASE BE SURE TO BRING ONE COPY OF EACH OF THE FOLLOWING CURRENT DOCUMENTS: DEALERS LICENSE, RESALE PERMIT & BOND.

VEHICLE PURCHASE – METHOD OF PAYMENT

Note: Personal or company checks will not be accepted without an approved Letter of Guarantee from your bank. The Letter of Guarantee format for your bank letter is included with your Bidders Package.

Check-Personal [bank letter]: _____ Check-Company [bank letter]: _____ Cash: _____

BIDDER PASS FEE: \$30.00

Credit Card #: _____ Expiry Date ____ / ____ 3 (or 4) Digit Code ()
Billing Address: _____ State: _____ Zip: _____
Print Name: _____ Signature: _____
Date: _____

**Submit your completed Bidders Agreement by: Email- consign@egauctions.com
Fax- 888-308-4776**

Mailing Address: 39101 Leopard Street, Palm Desert, CA 92211

Office Phone: 888-296-0528 x106

Office Use Only – Bidder Pass Payment Processed

Credit Card #: _____ Expiry Date ____ / ____ 3 (or 4) Digit Code ()
Billing Address: _____ State: _____ Zip: _____
Print Name: _____ Signature: _____
Date: _____

EG AUCTIONS US

Initials: _____



BANK LETTER OF GUARANTEE FORM

To write a letter or personal check for vehicle purchases against funds drawn and payable from your financial institution, a Letter of Guarantee, following the format below, must be submitted on **original bank letterhead** with your application to approve your desired bid limit, verify account information and available funds. **You must pay for your vehicle(s) purchases with a check written or a wire transfer against this account only.**

No other checks will be accepted.

DATE: Date of Letter

To: EG Auctions US LLC

RE: Bidder's name

Or Bidder's Name and Company

This letter should serve as notification that (BANK NAME) will honor/guarantee payment of any check(s) written by (BIDDER'S NAME), up to the amount of (BIDDING LIMIT), drawn on (ACCOUNT NUMBER), or that (BANK NAME) will honor/guarantee transfer of **US Dollar funds** as instructed by (BIDDER'S NAME) up to the amount of (BIDDING LIMIT) the next banking day following purchase(s).

This guarantee of check(s) applies only to EG Auctions US LLC for all purchases made on the days:

NOVEMBER 2nd – 4th, 2018.

No stop payment will be issued.

Sincerely,

(Bank Officer Signature)

(Bank Officer Name)

(Direct Phone Number)