



**CARS STARS AND ROCK'N'ROLL**  
**CLASSIC CAR AUCTION**  
**NOVEMBER 15-17, 2019**

**EG Auctions US LLC**  
 39101 Leopard St #A, Palm Desert, CA 92211  
 p 888.296.0528 | f 888.308.4776  
[www.egauctions.com](http://www.egauctions.com)

**2019 BIDDER AGREEMENT**

**BIDDER#:** \_\_\_\_\_

**TERMS OF SALE:**

1. This BIDDER AGREEMENT ("Agreement") is made between EG Auctions U.S. LLC ("EGA") and the person or entity listed below ("BUYER"). BUYER must have a current "Bidding Contract" and corresponding "BIDDERS PASS" in order to bid. **NO BIDS TAKEN FROM UNREGISTERED BIDDERS.**
2. BUYER must provide EGA with proof of means to pay for any purchases. **Terms are cash, certified check, bank draft or wire transfers in USD funds.** Personal check and/or business check will only be accepted in USD funds and accompanied by an irrevocable letter of guarantee from the bank (see "Bank Letter of Guarantee" for instructions). All other arrangements must be pre-approved by senior EGA management. EGA retains the right to request a \$500 CASH deposit or \$500 CREDIT CARD AUTHORIZATION. **PAYMENT ACCEPTED IN US FUNDS ONLY**
3. **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].
4. All LOTS are subject to reserve price set by the Consignor unless otherwise stated. Each LOT is sold "AS-IS," with all faults and defects and/or all errors of description. **BUYER** understands that: **(a)** any and all information concerning any LOT is provided by SELLER; **(i)** EGA does not make any representations or express any opinions of its own concerning any LOT; **(ii)** All statements made by the Auctioneer(s) are believed to be true and correct; and **(iii)** EGA does not undertake any duty to examine any component of any LOT, research the title documents or the provenance of the LOT or verify any information provided by SELLER for the benefit of BUYER or anyone else. Neither EGA nor any agent, employee or representative of EGA has given or authorize any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any LOT. **BUYER** is responsible to examine and/or inspect his LOT of choice(es) before bidding.
5. If BUYER or BUYER's representative drives a Vehicle on or off the auction site, all applicable Motor Vehicle Laws must be observed at all times. **(a)** Prior to driving any Vehicles purchased at auction, EGA encourages the BUYER to check or inspect any safety or driving components or mechanisms of such Vehicles. **(b)** BUYER is responsible for providing proof of current insurance for each auction event.
6. Ownership of an item passes to BUYER when Auctioneer says "SOLD". At that time, the BUYER 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. Should any dispute in a bid arise, the Auctioneer will use his judgment and his decision is final.
7. Payment Agreement: **(a)** BUYER agrees to pay in full the amount owed on any LOT on which they bid and to which auctioneer announces "Sold". **(b)** BUYER understands that the entire amount of any purchase made must be paid by 1:00PM on the FIRST banking day following sale date.
8. A purchaser's failure to comply with all of the conditions of sale entitles EGA and the consignor to use remedies or courses of legal action to hold the purchaser liable for deficiency plus any legal fees and/or court costs incurred. Like but not limited to: **(a)** Failure to pay for any purchase as noted on line 8b. **(b)** Cancel the sale and retain as liquid damages all or partial payments made by the purchaser. **(c)** Re-sell the property to a new purchaser at a private or public sale. **(d)** Any BUYER accounts over 30 calendar days delinquent will be assessed a late fee of 1% per/month and an interest fee of 1% per/month on the total amount of the outstanding account (including cumulative interest and late fees), until paid in full.
9. All Vehicles must be removed from auction premises no later than 5:00 PM PST, the first Monday following the Auction. If any Vehicle is not removed by a purchaser prior to this time, EGA shall have the Vehicle removed and purchaser shall be responsible for any and all towing, storage and labor charges related to removing the Vehicle from the premises.
10. **BUYERS FEES:** **(a)** Auction Vehicle Sales Commission 7% for each purchased (\$400.00 Minimum) **(b)** Document Fees may apply to Vehicle(s) purchased. \$85.00 Maximum. Any purchased LOT as well as the BUYER'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.
11. **MEMORABILIA BUYERS FEES:** **(a)** EGA Memorabilia Sales Commission 15% **(b)** Independent Vendor(s) Fees determined and posted by independent Vendor(s). Fees & taxes noted above will also apply.
12. **CANCELLATION:** "California Law does not provide for a "cooling off" or other cancellation period for vehicle purchase contract" [Section 11709.2]
13. **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, I understand 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.

**BIDDERS AGREEMENT SIGNATURE**

I authorize the investigation of my financial and credit worthiness. I HAVE READ, UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF ANY SALE AS STATED ON ALL PAGES OF THE BIDDERS AGREEMENT. I understand that if I allow anyone to use my Bidders Pass, I will be held personally responsible for the purchase of any LOT. I understand and agree to the Buyer's Premium, Terms and Conditions of Sale, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the Auctioneer saying "SOLD". Sales tax, if applicable, will be charged on the final total of the "SOLD" price and commissions. All fees are non-transferable and non-refundable. ALL SALES ARE FINAL, NO EXCEPTIONS. In the event Bidder fails to fund any purchase, Bidder shall forfeit collateral hold.

**SIGNATURE (Required):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Your information is used to create your bill of sale: USE YOUR FULL LEGAL NAME [AS SHOWN ON YOUR DRIVERS LICENSE] or DEALER /COMPANY NAME.**

**\*\*\*NOTE TO DEALERS: IF YOU ARE REGISTERING TO BID AS A DEALER, PLEASE PROVIDE ONE COPY OF A CURRENT DEALERS LICENSE, RESALE PERMIT & BOND.**

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

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

City & State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell: \_\_\_\_\_ Office: \_\_\_\_\_

**BIDDER PASS: \$30.00    VIP BIDDER PASS: \$100.00 INCLUDES 2 ADMISSION and 2 GALA TICKETS with VIP SEATING AS AVAILABLE**

Credit Card #: \_\_\_\_\_ Expiry Date \_\_\_\_\_ / \_\_\_\_\_ 3 (or 4) Digit Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## DOMESTIC AND INTERNATIONAL BANK WIRE TRANSFER

- \* Bank Name: CHASE BANK
- \* Bank Address: 42425 E JACKSON STREET  
INDIO, CA 92203
- \* ABA Routing #: 021000021  
(Domestic)
- \* SWIFT Code and/or BIC: CHASUS33 **OR** CHASUS33XXX  
(International) [XXX can be replaced by a specific BIC  
(Bank Identifier Code) if known by the  
customer]
- \* IBAN
- \* Account Name (Not Payee Name): EG Auctions U.S. LLC
- \* Account Holder's Address: 9120 Double Diamond Parkway, #4006  
Reno, Nevada 89521
- \* Account Number 312601153

FOR ASSISTANCE WITH BANK WIRE TRANSFER INFORMATION PLEASE CONTACT:

EG AUCTIONS US LLC  
800-296-0528 X106



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## BANK LETTER OF GUARANTEE

To write a business or personal check for Vehicle purchases against funds drawn and payable from your financial institution, a Letter of Guarantee must be provided. The following format below must be submitted on original bank letterhead with your application. It must show your account information and available USD funds. You must pay for your Vehicle(s) purchases with a check written against this account only. **NO OTHER CHECKS WILL BE ACCEPTED.**

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DATE: Date of Letter

To: EG Auctions U.S. 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 payment 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 U.S. LLC for all purchases made on the days:

NOVEMBER 15-17, 2019

No stop payment will be issued.

Sincerely,

(Bank Officer Signature)  
(Bank Officer Name)  
(Direct Phone Number)