

# MOTOSTALGIA

AUCTIONS  D'ELEGANCE

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## BIDDER REGISTRATION The Amelia Island Auction 2018

### REQUIREMENTS

- Bidder Registration Form       Financial Verification (bank letter, credit card authorization, cash deposit)  
 Copy of Identification       Copy of Dealer's License and Resale Certificate (if applicable)

### BIDDER INFORMATION

Name	E-mail
Street Address	Cell Phone
City, State, Zip	Other Phone

### COMPANY INFORMATION

Company/Dealership	Dealership State
Dealership Number	Exp Date
Dealership Resale Number	Exp Date

Please attach copy of Dealership and Resale License

### IDENTIFICATION

Driver's License Number	State
or Passport Number	Country

### FINANCIAL REFERENCE

- Bank Letter (please attach) - Amount \$ \_\_\_\_\_  
 Credit Card Authorization (\$10,000) with Credit Card Authorization Form     Cash/Cashier's Check Deposit (\$10,000)

### SIGNATURE, TERMS, and BIDDER FEE

**Bidder Registration Fee - \$100**

**Buyer's Premium on Purchases – 10% Motor Vehicles and 15% Memorabilia**

I acknowledge that I have read, understand, and agree to be bound by the Terms, Provisions, and Conditions of Sale stated on the following page, which are part of this agreement and set forth the terms under which, if my application is accepted, governs the rights and obligations of the parties. I understand and agree to the buyer's premium, all applicable taxes and fees, and sales tax, if applicable, which will be charged on the final total of hammer price plus premium. Final vehicle payment is by wire, check, cashier's check, or cash only. I agree to pay the bidder registration fee (\$100) which is for registration purposes only and is non-refundable or applied to purchases.

Credit Card Number \_\_\_\_\_ Signature \_\_\_\_\_

Exp. Date \_\_\_\_\_ CVC \_\_\_\_\_ Name \_\_\_\_\_

Zip Code \_\_\_\_\_ Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Bidder Number \_\_\_\_\_ Motostalgia Rep \_\_\_\_\_

## Terms, Provisions, and Conditions of Sale

### Acceptance

The Terms, Provisos, and Conditions of Sale create and constitute a binding legal contract between you and Motostalgia. By accessing, using, or registering to consign or bid onsite, offsite, and online, the auction site and offices, you agree that you have read, understood, and agree to be bound by and comply with the Terms. If at any time you do not agree to these Terms, you should immediately terminate any and all use of the site. If you submit a registration, consignment, absentee, or telephone bid through motostalgia.com, you are deemed to have executed such form as if you had signed an original copy, and you are deemed to have read and agreed to the Terms, Provisions, and Conditions of Sale.

### Buyer's Premium, Taxes, and Fees

Buyer's premium is 10% on all automotive lots and 15% on non-automotive lots. The buyer's fee is part of the purchase price and is subject to sales tax, if applicable. Texas residents are subject to sales tax and applicable title, tag, and registration fees unless otherwise exempt (see "Title and Registration"). Non-residents transporting to a Texas address may be subject to local and state tax.

### Bidding

ALL BIDS ARE FINAL AT AUCTION At auction there is no "cooling off period". If you are awarded the final bid, ownership changes at the drop of the gavel. You own the merchandise and are responsible for payment. No bidder may retract a bid after the fall of the hammer for any reason. Winning bidders will be charged a buyer's premium in addition to the accepted bid price. Bidder is responsible of all risk of loss or damage immediately upon purchase of the vehicle or item, which occurs at the time of the sale when the bidder is declared by the auctioneer to have successfully bid. 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 Motostalgia as all bids made with this bidder number will be your responsibility.

Lots are auctioned in numerical order as they appear in the catalog. Lots may be withdrawn or added without notice to buyers as Motostalgia LLC see fit. The auctioneer may vary bidding as well as split or reject a bid at his or her discretion. Motostalgia LLC shall not have any liability whatsoever to any bidder for exercise of bidding or for any errors in execution or failure to execute any bid(s), regardless of circumstances or events of any kind.

### Absentee and Telephone Bidding

Subject to availability during the Auction and prior approval. Service is offered as an accommodation and convenience. Neither Motostalgia nor any of its employees, directors, officers, agents or representatives shall have any liability or responsibility of any kind if Motostalgia elects or is unable to provide absentee or telephone bidding or for any failure to execute such bids for any reason regardless of reason, neglect, or fault.

### Currency Converter

The rates presented for the conversion of other currency to U.S. Dollars are for the convenience of bidders and attendees and are estimates only. Bidders are solely responsible for current market values and conversion. Motostalgia LLC shall not be responsible for accuracy, error, omission, or cost incurred regarding the operation of the currency converter.

### Buyer Payment

The balance is due in full on or before 3:00pm on the first business day following the auction. All payment must be in the form of cash, certified funds, or wire transfer. Funds may be reported to the government as required by law. Motostalgia will not release lots or titles until payment is received and all relevant paperwork is signed. Payment made by personal or business check may result in property not being released until purchase funds clear our bank.

### Transport and Removal

If not removed by three business days following the auction, Motostalgia will remove the vehicle or item with all costs of moving and storage to be paid by the bidder.

### Estimates

Motostalgia LLC provides estimates online, in catalogs, and at the sale. These estimates are an approximate guide based on market value, previous results, collector car trends, and should not be interpreted as a representation or prediction of selling price and future resale value. Estimates are subject to revision.

### Reserves

Vehicles not marked as "no reserve" (or similar) are subject to a reserve bid set by the Consignor, which is the minimum hammer price the seller is prepared to accept. This figure is confidential. 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.

### Titling and Registration

Motor vehicle lot sold to Texas residents or not transported out of state by an ICC carrier are subject to sales tax and applicable title and registration fees, unless otherwise exempt. All vehicles sold to Texas residents will have titles and registration processed by Retro Motors LLC and as such titles will be mailed to residents by the state and license plates will be mailed by the dealership. Vehicles over 25 years old will be processed with antique plates. Exempt buyers must hold a valid sellers permit number and be a licensed automobile dealer and provide documentation of the same prior to or at the time of purchase. For dealers and non-Texas residents, titles and mailing labels, if needed, will be processed during check-out, but under no circumstance will be released until funds have cleared the bank. Titles that are announced as 'in transit' at the sale will take additional time.

MOTOSTALGIA MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EXISTING CERTIFICATE OF TITLE OR REGISTRATION WITH REGARD TO ANY VEHICLE. IT IS THE BIDDER'S AND BUYER'S RESPONSIBILITY TO MAKE ITS OWN INDEPENDENT INVESTIGATION WITH REGARD TO THE TITLE, INCLUDING EXAMINING ANY AND ALL DOCUMENTATION PERTAINING TO THE TITLE PROVIDED BY THE SELLER AND MADE AVAILABLE BY MOTOSTALGIA PRIOR TO THE AUCTION, AND DETERMINING WHETHER A VEHICLE CAN BE REGISTERED. MOTOSTALGIA DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OR ALL TITLE DOCUMENTATION OR REGISTRATION WILL SATISFY THE REQUIREMENTS OF ANY STATE IN THE UNITED STATES OR OF ANY FOREIGN GOVERNMENT, AND MOTOSTALGIA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES WITH REGARD TO WHETHER OR NOT SUCH DOCUMENTATION IS ACCEPTABLE, COMPLETE OR ADEQUATE, OR OTHERWISE IN CONNECTION THEREWITH, AND ALL SUCH TITLE DOCUMENTATION IS PROVIDED BY THE SELLER AND MOTOSTALGIA DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO SUCH TITLE DOCUMENTATION OR THE QUALITY OR MARKETABILITY OF TITLE TO ANY VEHICLE. THE BUYER OF A VEHICLE IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL REGISTRATION REQUIREMENTS AS TO SUCH VEHICLE.

### Description, Inspection, "As-Is" - No Warranties

Statements printed in catalogs, brochures, signs, window cards, and verbal statements made by auctioneers or auction staff are representations made by the Consignor and Motostalgia has no obligation to verify or authenticate any such claims or representations. Any announcements made at the time of the sale or supersede any earlier printed information. Except as herein provided, all vehicles are sold as-is, where-is, with no representations or warranties, expressed or implied. CONSIGNOR AND MOTOSTALGIA DISCLAIM ALL WARRANTIES EXPRESSED OR IMPLIED AS TO CONDITION, ORIGINALITY OR AUTHENTICITY, ORIGIN OR PROVENANCE, PREVIOUS USE OR OWNERSHIP, MANUFACTURING OR RESTORATION PROCESS, YEAR OR AGE, SERIAL NUMBER, MAKE, MODEL, OPTIONS, TOOLS, OR MILEAGE OF ANY VEHICLE OR COMPONENT OF ANY VEHICLE AND SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR REASON.

### Interest in Property

All Vehicles and lots in this Auction are offered by Motostalgia LLC as agent for the seller and not on behalf of Motostalgia LLC. Motostalgia LLC shall not have any liability or responsibility for any act, omission, default or failure by seller.

### Roadworthiness/ Compliance

Buyer is solely responsible, before bidding, for ensuring that a motor vehicle is roadworthy and safe for use and complies with all relevant laws and regulations of the buyer's jurisdiction including, but not limited to, title, registration, insurance, emission control, and safety equipment.

### Damage and Liability

Motostalgia is not responsible for lost, stolen, or damaged properties; or for any and all liabilities during said event. Bidder acknowledges that Motostalgia is not liable for any loss, damages, or injuries that occur during the transport and delivery of a vehicle. Any attendee, bidder, or consignor who damages a lot, property, or person will be held liable for all damage caused and shall reimburse Motostalgia LLC or its agents for all costs and expenses relating to rectification of such damage.

EACH ATTENDEE AT THE AUCTION AND EACH BIDDER AND BUYER BY ATTENDING OR PARTICIPATING IN THE AUCTION WHETHER IN PERSON, THROUGH AN AGENT OR REPRESENTATIVE, BY TELEPHONE BID OR ABSENTEE BID AGREES THAT (A) ANY CLAIMS RELATING TO THE AUCTION, SALE OF A VEHICLE OR THE GENERAL CONDITIONS MUST BE FIRST PRESENTED DIRECTLY TO MOTOSTALGIA LLC BEFORE FILING A LEGAL ACTION, AND (B) MOTOSTALGIA LLC SHALL NOT HAVE ANY LIABILITY TO ANY ATTENDEE, BIDDER, BUYER OR OTHER PARTY FOR INJURY OR DAMAGE OF ANY KIND RESULTING FROM OR RELATING TO THE NEGLIGENCE OF MOTOSTALGIA LLC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, ACTIVE OR OTHERWISE, OR RELATING IN ANY WAY TO ANY VEHICLE(S) OR THE AUCTION OR ANY ACT OR OMISSION OF ANY OF THE FOREGOING, UNLESS MOTOSTALGIA LLC OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES ARE GROSSLY NEGLIGENT AND MOTOSTALGIA LLC'S SOLE LIABILITY AND DAMAGES, AND EACH ATTENDEE'S, BIDDER'S, BUYER'S AND OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY, IF ANY, AT LAW, UNDER THE GENERAL CONDITIONS AND OTHERWISE AND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION, ANY VEHICLE(S) (INCLUDING, BUT NOT LIMITED TO, ANY INABILITY TO DELIVER POSSESSION OF A VEHICLE TO THE BUYER), THE GENERAL CONDITIONS OR OTHERWISE, ARE IN ALL EVENTS AND CIRCUMSTANCES LIMITED EXCLUSIVELY TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE BUYER'S PREMIUM PAID BY SUCH BUYER TO MOTOSTALGIA LLC WITH REGARD TO SUCH RESPECTIVE VEHICLE, IF ANY, OR ADMITTANCE OR REGISTRATION FEES, IF ANY, PAID TO MOTOSTALGIA LLC BY THE RESPECTIVE BUYER, ATTENDEE OR BIDDER TO ATTEND AND/OR BID AT THE AUCTION, AS THE CASE MAY BE. THE AMOUNTS PAYABLE BY ANY ATTENDEE, BIDDER OR BUYER ARE NOT SUFFICIENT TO WARRANT MOTOSTALGIA LLC ASSUMING ANY RISK OF DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES TO THE BIDDER, ATTENDEE OR BUYER AS A RESULT OF OR RELATING TO ANY NEGLIGENCE, BREACH OR FAILURE TO PERFORM BY MOTOSTALGIA LLC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. IN NO EVENT SHALL MOTOSTALGIA LLC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR, AND EACH ATTENDEE, BIDDER AND BUYER HEREBY EXPRESSLY, KNOWINGLY AND INTENTIONALLY WAIVES AND AGREES THEY SHALL NOT SEEK ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION OR ANY VEHICLE(S), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFIT, APPRECIATION, LOSS OF OPPORTUNITY OR LOSS OF INVESTMENT, REGARDLESS OF THE ACTS OR OMISSIONS OR FAULT OF MOTOSTALGIA LLC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

### Non-compliance

Should either buyer or seller default on any part of the transaction, Motostalgia shall remain entitled to any and all fees and commissions by the defaulting party. Should a bidder default on payment in any manner whatsoever, without limiting any recourse Motostalgia may have, bidder agrees to pay Motostalgia all lost auction fees (which is the maximum published rates for (1) the seller's commission, (2) the buyer's premium, and (3) the entry fee). This amount is due and payable without relief. Bidder will also be liable to seller for its damages. Bidder hereby authorizes Motostalgia to deduct these lost auction fees from bidder's cash deposit, or to charge this amount to the bidder's credit card provided. Bidder agrees not to dispute this charge with the credit card company or bank at any time. In addition to other remedies available by law to Motostalgia and/or the Owner (including the right to hold the purchaser liable for the bid price), Motostalgia and/or the Owner, at its option, may do either of the following: (1) Cancel the sale and retain as liquidated damages all payments made by Bidder, or (2) resell the article on 5 days written notice to the Bidder at a private or public sale for the account of and at the risk of the Bidder, and in any such event the Bidder shall be liable for any deficiency plus all costs for such reselling, including moving and storage and all reasonable attorneys' fees and court costs incurred.

### Jurisdiction and Legal Matters

This agreement shall be governed by and interpreted under the laws of the State of Texas. By signing this document, both parties agree that any action relating to this bid card, auction, or Motostalgia LLC that must be taken to enforce the terms of this agreement shall be brought forth in Travis County, Texas and notices must be mailed with signature confirmation to 13492 Research Blvd, Suite 120-411, Austin, TX 78750 or said legal action shall be null and void. If Bidder brings legal action against Motostalgia and does not prevail, Motostalgia shall be entitled to recover its reasonable attorneys' fees and costs incurred. All communications between buyer and seller shall go through Motostalgia LLC. Both buyer and seller shall be legally obligated to transparently share all communications regarding legal matters, complaints, and settlements.

### Notices

Any notices shall be deemed to have been received if 1) hand delivered: at the time of delivery 2) If sent by mail: two days after the date of posting and in providing such delivery 1) by hand, it shall only be necessary to produce receipt for the notice signed by or on behalf of the addressee or 2) by post, it shall only be necessary to prove that the notice was contained in a pre-paid envelope which was duly addressed and posted.

### Copyright

Vehicle and lot photographs, videos, illustrations, written description, and the like created for Motostalgia shall be the copyright of Motostalgia. Motostalgia shall have the right to use the aforementioned in any manner before or after the auction and no media, buyer, consignor, or bidder shall have the right or interest and shall not reproduce or publish for any purpose without the express written consent of Motostalgia LLC

### Release

By attending the Auction and related events, each attendee grants all necessary rights to Motostalgia LLC and agrees that Motostalgia LLC has permission and license to use his or her likeness for television, video, still photography and/or any other visual/audio recording, display, transmission, broadcast and/or publication for any and all purposes (including, without limitation, advertising and marketing) at any time or times, including, without limitation, concurrent with and/or subsequent to the Auction, waives all rights or claims (including, without limitation, residual rights and rights of privacy and publicity) that might arise from use of the bidder's image, voice, picture or likeness for any purpose, including, without limitation, at any future date, under all applicable laws, including, without limitation, common law or by statute, and agrees that admission onto the Auction site and offices constitutes full and express acceptance of the above terms and conditions.

### Miscellaneous

Headings are for ease of reference only and may not be used to interpret the substance of the section to which they apply.

Bidder Number \_\_\_\_\_

Motostalgia Rep \_\_\_\_\_