

BIDDERS REGISTRATION FORM

Ohio Spring Classic Car Auction

March 31, 2012

Location: John S Knight Center, 77 E Mill St, Akron, OH 44308

Auction Firm: Classic Motorcar Auctions, LLC, licensed by the Ohio Department of Agriculture and is bonded in the favor of the state of Ohio, 320 Market Ave S, Canton, OH 44702.

BIDDER'S INFORMATION

Name: _____ Company: _____

Address: _____ City/State/Zip: _____

Business Phone: _____ Home Phone: _____ Driver's License #: _____

Fax: _____ Cell Phone: _____

Email: _____

Master Card/Visa/Discover: _____ Exp: _____

Social Security: _____ Date of Birth: _____

PAYMENT INFORMATION

Method of Payment: Cash Cashier's Check Letter of Guarantee Other (Must be approved)

Estimated amount desired for approval: \$ _____

Bank letter of credit attached guaranteeing amount to spend: Yes No (Required if payment is to be made by check)

NOTE: THE ABOVE BANK LETTER MUST BE IN YOUR FILE BEFORE BIDDING NUMBER IS ISSUED

BIDDER'S ACKNOWLEDGEMENT

The undersigned agrees to the following terms and conditions:

- (1) All purchases must be paid for in full by the end of the auction. All sales are final. Items sold "AS IS, WHERE IS".
- (2) I have read the terms and conditions of bidding for this sale included with this bidder registration form and said terms are incorporated herein by reference.
- (3) If any check given in payment is not honored for any reason including but not limited to N.S.F., stop payment order, or the like, I agree whether the check is signed by me as the maker or endorser, that if such check is placed in the hands of an attorney and/or collection agency for collection, to pay all reasonable fees incurred, together with all costs of suite in the event suit is instituted.
- (4) Will pay any legal city or state sales or other tax assessed due to my failure to qualify as exempt from said tax.
- (5) Buyer's Premium - 8%.
- (6) Bidder's Fee - \$25.00

Date: _____ Signature: _____

SALES TAX BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby certifies that he/she is exempt from state, county, local and/or sales tax normally charged in conjunction with these purchases for the reason(s) indicated below:

- For resale, in the form which it was received.
- For resale, but used or consumed directly in the production of tangible personal property produced for resale.
- Out of State Resident (Please provide copy of driver's license)
- I am a licensed dealer in the state of _____ for this type of tangible personal property produced for resale.

This certificate of exemption shall remain in force until revoked, in writing, by me.

Company Name: _____ Signature: _____

Title: _____ Date: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Dealer's License #: _____ Tax Exempt #: _____

CLASSIC MOTORCAR AUCTION, LLC
2011 Ohio Spring Classic Auction
March 31, 2012

John S Knight Center
77 E Mill St
Akron, OH 44308

TERMS AND CONDITIONS OF BIDDING

1. All items are sold "AS IS WHERE IS" and with no warranties or guaranties of any type either expressed or implied made by Classic Motorcar Auctions, LLC. Any warranties made by the Seller must be in writing on an instrument separate from the Purchase Invoice and Bill of Sale and signed by both the Buyer and the Seller. In no event shall Classic Motorcar Auctions, LLC, the auctioneer, any employee, agent or associate of Classic Motorcar Auctions, LLC be responsible or liable for such warranties, guaranties or the geniuses or description of any item offered for sale.
2. All statements printed in Classic Motorcar Auctions, LLC catalogues, ads, brochures, signs and car cards as well as verbal statements made by the auctioneer or staff, have come from the Seller and are accepted as reliable, Classic Motorcar Auctions, LLC assumes no responsibility or liability for the representations made by Sellers and shall have no obligation to verify or authenticate such statements or claims. Any announcements made sale day supersede printed information in the catalogues, ads, brochures, signs and car cards.
3. Unless the sale of an article is advertised or announced to be absolute (no reserve), each lot is offered subject to the reserve price of the Seller. When an article is sold with reserve, the auctioneer may bid on the Seller's behalf in an amount not to exceed the reserve price. "Absolute Auction" means an auction of real or personal property to which the property is sold to the highest bidder without reserve, the auction does not require a minimum bid, the auction does not require competing bids of any type by the seller or an agent of the seller and the seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids. Consignor will transfer ownership of the property to the highest bidder. "Reserve auction" means a auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by the auctioneer.
4. Absentee bidding will be accepted. "Absentee bidding" means a method by which a potential purchaser authorizes a proxy to place on behalf of the potential purchaser a written or oral bid to an auctioneer or auction firm or an agent of an auctioneer or auction firm.
5. Payment of funds due Buyer from any other transaction may, at Classic Motorcar Auctions, LLC discretion, be withheld from Buyer and applied to other purchases made by Buyer. All payments must be made with good funds which are defined as cash, cashier's checks, traveler's checks or personal/company check backed by an Irrevocable Bank Letter of Guarantee stating the amount to be honored by the bank. Drafts are not acceptable. No item can be removed from the premises before making settlement. Title for any titled item purchased may be withheld until Buyer's funds clear Classic Motorcar Auctions, LLC's bank account. All cash payments will be reported to the Federal Government subject to applicable law.
6. All items shall be removed from the sale area by the Buyer at Buyer's expense immediately following the sale, and if not so removed, Classic Motorcar Auctions, LLC may remove the item with all costs of moving and storage to be paid by the Buyer.
7. If any of the terms of sale contained herein, or in any instrument collateral hereto, are not complied with by the Buyer, in addition to other remedies available by law to Classic Motorcar Auctions, LLC and/or the Seller (including the right to hold the Buyer liable for the bid price), Classic Motorcar Auctions, LLC and/or Seller at its option may do either of the following: (1) Cancel the sale and retain as liquidated damages all payments made by the Buyer, or (2) resell the item on 5 days written notice to the Buyer at a private or public sale for the account of and at the risk of the Buyer, and in such event the Buyer shall be liable for any deficiency plus all costs for such reselling, including moving and storage and the entry fees and commissions for both the first and second sale and all reasonable attorney fees and court cost incurred.
8. All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.
9. If any check given in payment is dishonored for any reason (including but not limited to insufficient funds, stop payment or the like), Buyer aggress, whether such check is signed by Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney fees incurred, together with all court costs and associated expenses in the event suit is instituted.
10. If Buyer sues Classic Motorcar Auctions, LLC and does not prevail, Buyer will reimburse Classic Motorcar Auctions, LLC for all reasonable legal fees and expenses connected with such suit.
11. Buyer shall pay all city and state sales, use and other taxes assessed, due to or resulting from Buyer's failure to qualify as exempt from such taxes. Buyer also agrees to pay the Buyer's Premium and any other applicable fees.

**Sample Irrevocable Bank Letter of Guarantee
For use with Personal or Corporate Checks**

(Date)

Classic Motorcar Auction, LLC
320 Market Ave S
Canton, OH 44702

Re: (Bidders Name)

Gentlemen:

This letter will serve as your notification that (bank name) will IRREVOCABLY HONOR AND GUARANTEE payment of any check(s) writer by (Bidders Name) for up to (Dollar amount of maximum bid total) Dollars (\$_____) drawn on account number (account number) and payable to Classic Motorcar Auction, LLC.

This GUARANTEE is for the purpose of our customer purchasing vehicles or other property which you will be auctioning on or about March 31, 2012 at the Classic Motorcar Auction LLC auction held in Akron, Ohio. This GUARANTEE shall remain IRREVOCABLE throughout the event.

NO STOP PAYMENTS WILL BE ISSUED.

If further information is required, please feel free to contact this office.

Sincerely,

Bank Officer's Signature & Title

Bank Officer's home telephone if available

Before me appeared _____ and signed this document before me this _____ day of _____, 20__.

My commission expires _____, 20__.

Notary Public