



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

BIDDER AGREEMENT 2023

15555 North 79th Place, Suite A, Scottsdale, AZ 85260

p 480.421.6694 | www.Barrett-Jackson.com

TO REGISTER FOR NEW ORLEANS 2023, PLEASE SUBMIT THE BIDDER AGREEMENT FORM, WITH THE REQUIRED ITEMS LISTED BELOW.

1. Completed Bidder Agreement with signature, and initials on each page.
2. Registration Fee - All fees are non-transferable and non-refundable.

PLEASE SELECT ONE OF THE FOLLOWING BIDDER PACKAGES

NEW ORLEANS 2023 - ABSENTEE \$100

REGISTRATION PAYMENT OPTIONS

CREDIT CARD - Please complete the credit card authorization form enclosed

CHECK - Make payable to Barrett-Jackson and mail to:
15555 North 79th Place, Suite A, Scottsdale, AZ 85260

3. Recent color photograph for your bidder badge (First time bidders only)
4. Copy of current driver's license or state ID (Passport accepted for non-US Residents only)
5. Copy of current auto insurance card or declaration page that is valid through Monday, October 2, 2023
PROOF OF INSURANCE MUST INCLUDE INSURED'S NAME, POLICY NUMBER AND EXPIRATION DATE
6. Method of Vehicle Payment - (New method of payment must be submitted for each Auction attended)

PLEASE SELECT ONE OF THE FOLLOWING OPTIONS:

- o **Woodside Credit** - Woodside Credit, a nationwide collector car finance company has been selected by Barrett-Jackson to provide low monthly payment financing to Barrett-Jackson clients. Call 800.717.5180 or visit their website at www.WoodsideCredit.com/Barrett-Jackson for more information. The minimum bid limit is \$30,000.
- o **Bank Letter of Guaranty** - Checks for vehicle purchase(s) must be drawn from the account that appears on the Bank Letter of Guaranty in U.S. funds. Cashiers will NOT accept checks written against funds from another bank or investment account. A bank statement or verification of deposit will NOT be accepted as a letter of guaranty. The minimum bid limit is \$30,000 USD.
- o **Bid Limit Deposit in the form of cashier's check or wire transfer made payable to "Barrett-Jackson"** – The minimum bid deposit required is \$9,000 USD allowing a maximum of \$90,000 for a bid limit value. Personal/business checks and credit cards will NOT be accepted as a form of deposit. If a vehicle is purchased, you will be required to pay the balance with a cashier's check or wire transfer.

REGISTRATION INFORMATION FOR DEALERS:

If you are a dealer we will need a copy of your current dealer license AND a copy of your current state resale/tax ID.

You will also need one of the following:

- **Verification of Dealer Ownership** - If you are the principal/owner of the dealership, but your name is not listed on the Dealer License or state resale/tax ID.
- **Dealer Authorization to Bid** - If you are a representative of the dealership and not the principal/owner.

Buyer's premium for on-site buyers is 10% for vehicle purchases and 15% for automobilia purchases. Telephone, internet or proxy Buyer's premium is 12% for vehicle purchases and 17% for automobilia purchases. Premium will be added to the hammer price. Sales tax, if applicable, is to be paid directly by Buyer in connection with the registration of the vehicle in the state of registration. All fees are non-transferable and non-refundable.

BIDDER BADGES WILL NOT BE ISSUED IF APPLICATION IS INCOMPLETE OR IF REQUIRED ITEMS ARE OMITTED.

For assistance please contact us by: **PHONE:** 480.421.6694

For forms and general questions, please visit our website at: www.Barrett-Jackson.com

EMAIL: bidders@barrett-jackson.com **MAIL:** 15555 North 79th Place, Suite A, Scottsdale, AZ 85260



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PERSONAL INFORMATION *Please print or type*

New Bidder Previous Bidder Consignor

EMAIL ADDRESS _____

FIRST NAME _____ MI _____ LAST NAME _____

DATE OF BIRTH _____ DRIVER'S LICENSE # _____ STATE ISSUED _____

HOME OR MAILING ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

HOME PHONE # _____ HOME FAX # _____ CELL PHONE # _____

Would you like the vehicle(s) titled to (Must check one): Personal Company Dealer

DEALER INFORMATION *Please print or type*

DEALER OR COMPANY NAME _____ YOUR TITLE/POSITION _____

DEALER OR COMPANY ADDRESS _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

PHONE # _____ FAX # _____ CELL PHONE # _____

DEALER LICENSE NUMBER _____ STATE _____ EXPIRATION DATE _____

STATE RESALE/TAX ID/GST/HST NUMBER _____ STATE _____ EXPIRATION DATE _____

METHOD OF PAYMENT INFORMATION

DESIRED BID LIMIT: \$ _____ Indicate below which method of payment you plan to use for vehicle purchases.

- | | |
|---|--|
| <input type="checkbox"/> BID LIMIT DEPOSIT
<input type="checkbox"/> CASHIER'S CHECK(S) <input type="checkbox"/> WIRE
The minimum required for a deposit is \$9,000 USD, giving you a \$90,000 bid limit. | <input type="checkbox"/> WOODSIDE CREDIT
Call 800.717.5180 to apply or confirm limit
The minimum required for a Woodside Credit is \$30,000 USD. |
| <input type="checkbox"/> BANK LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Bank Letter of Guaranty' format
The minimum required for a bank letter of guaranty is \$30,000 USD | <input type="checkbox"/> WIRE TRANSFER LETTER OF GUARANTY
Letters must be written on bank letterhead using the 'Wire Transfer of Guaranty' format
The minimum required for wire transfer letter of guaranty is \$30,000 USD |

BIDDER AGREEMENT SIGNATURE

I authorize the investigation of my financial and credit worthiness. **I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF SALE AS STATED ON THE FOLLOWING PAGES OF THIS FORM, WHICH ARE PART OF THIS AGREEMENT.** I understand that if I allow anyone to use my bidder badge, I will be held personally responsible for the purchase of that vehicle. 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 fall of the auctioneer's hammer. Sales tax, if applicable, is to be paid directly by Buyer in connection with the registration of the vehicle in the state of registration. All fees are non-transferable and non-refundable.

SIGNATURE (Required): _____ **DATE:** _____

Office Use	Bidder #:	Entered by:	Date:	Lot#:	Value:
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ABSENTEE BIDDER AGREEMENT

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PLEASE CHECK YOUR PREFERRED METHOD OF BIDDING. PLEASE SELECT ONLY ONE METHOD: INTERNET TELEPHONE PROXY

BIDDING OPTIONS

INTERNET BIDDING

Bid early or in real time with online bidding!

Pre-bids can be placed as soon as the docket goes live prior to the auction starting. You can also watch our interactive live stream and bid on vehicles and automobilia in real time from your computer or mobile device as items cross the auction block.

TELEPHONE BIDDING (MUST SPECIFY LOT NUMBER)

I am providing primary and secondary telephone numbers where I can be reached during the event. I understand that I will be contacted approximately 2 minutes before any of the Lot numbers below cross the block so that I can place bids with an auction representative.

Primary Telephone – Area : _____ Number: _____

Secondary Telephone – Area : _____ Number: _____

I understand it is my responsibility to accept the incoming telephone call for this purpose. If Barrett-Jackson is unable to reach me on one of these numbers, I will forfeit my opportunity to bid. To ensure the accurate placement of any telephone bids, I expressly consent to and permit the recording of all telephone conversations and communications made with Barrett-Jackson or any of its representatives, and agree and acknowledge that my telephone conversation may be recorded.

PROXY BIDDING (MUST SPECIFY LOT NUMBER)

Please enter bids on my behalf for the items listed below up to the maximum bid stated for each item. I understand that absentee bidding is a service provided by Barrett-Jackson Auction Company for my benefit, and the Barrett-Jackson Auction Company cannot be held responsible for errors with respect to the bidding process.

All Absentee Bidding requests must be received prior to the day you wish to bid on a car.

LOT NUMBER(S) FOR TELEPHONE AND/OR PROXY BIDDING

LOT NO.	DESCRIPTION:	MAX. BID.* (PROXY BIDDING ONLY)

* Maximum bid indicated does not include absentee Buyer's premium of 12% for vehicle purchases or 17% for automobilia purchases, tax or any other fees associated with purchase. Please consider these fees when establishing the maximum amount you plan to bid. Maximum bids that exceed your established limit will not be accepted.

AUTHORIZATION

Barrett-Jackson Auction Co. LLC, is instructed to accept my bids for the Lots described above. I understand that my bid will be entered and executed for my convenience and on my behalf, at the lowest possible price, up to my limit indicated for each Lot, via online transaction, verbal instructions, in writing, or by telephone. I understand that Barrett-Jackson is not responsible for failing to execute this bid or for errors relating to the execution of this bid, and that Barrett-Jackson is not responsible for omissions or late arriving bids.

I understand and agree that the contract of sale is entered on the acceptance of the final bid by the fall of the auctioneer's hammer, and that the purchase price payable shall be the sum total of the final bid, the Buyer's premium, and all applicable fees and taxes. I further understand and agree that storage, insurance and shipping is payable in advance, and will be arranged at my request, expense and risk. I also understand that no state or city taxes will be charged to purchased Lots transported out of state by common carrier, when accompanied by a Bill of Lading.

I hereby authorize the verification of my financial information to establish and pre-approve my method of payment for purchases. I have read, understand, and agree to the Terms and Conditions of Sale as stated in the Terms and Conditions section. I also agree to the Buyer's premium of 12% for vehicle purchases or 17% for automobilia purchases, and all applicable taxes and fees.

PRINT NAME: _____

SIGNATURE (Required): _____ DATE: _____

TERMS AND CONDITIONS OF SALE

This Bidder Agreement ("Agreement") is made between Barrett-Jackson Auction Co. LLC ("BJAC") and the person or entity listed on page 1 ("Buyer").

1. LIMITATIONS AND DISCLAIMERS

(A) Each Lot is consigned to BJAC by a seller with a Consignment Agreement ("Seller"). Each Lot is sold "AS-IS-WHERE-IS", with all faults and defects and all errors of description. Buyer understands that: (i) any and all information concerning any Lot is provided by Seller; (ii) BJAC does not make any representations or express any opinions of its own concerning any Lot; and (iii) BJAC 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. Buyer acknowledges that BJAC's only duty toward Buyer is to transfer the Lot to Buyer "AS-IS-WHERE IS", upon full performance by Buyer under this Agreement. Except with regard to such duty, Buyer hereby waives and releases BJAC from and against any claim, demand, liability, or expense of any kind arising out of or related to the Lot, expressly including without limitation any assertions of negligence (including negligent misrepresentation), breach of contract or breach of warranty. Buyer agrees not to join BJAC as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged representations concerning the Lot, and further agrees to look solely to Seller with respect to such matters. If Buyer fails to comply with this provision, Buyer agrees to reimburse BJAC for all costs, expenses and fees, including attorney fees, in defense of such claims.

(B) BJAC expressly disclaims all warranties, express or implied, concerning the Lot, including warranties of merchantability or fitness for any particular purpose. Buyer represents that the amount bid for any Lot is based solely on Buyer's own independent inspection and evaluation of that Lot. As a material inducement to this agreement: (i) Buyer has undertaken to make his own examination of any Lot before bidding; and (ii) assumes all risk of any nonconformities in any Lot. Buyer further acknowledges that he has not relied upon any assumptions regarding BJAC's knowledge concerning the Lot or the Seller, or upon any oral or written representations by BJAC, including without limitation any representations as to condition, year or age, serial or identification number, make, model, mileage, equipment, genuineness or authenticity, originality, previous use or ownership, manufacturing or restoration processes of any Lot or any component of any Lot. Finally, Buyer acknowledges that his invocation of the mediation provision set forth in Section 5(B) below does not create any warranties, express or implied, and that BJAC shall have no liability to Buyer or Seller as a result of its facilitation of any mediation.

(C) All Statements contained in any catalogs or advertisements of any type pertaining to the sale, including without limitation any statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage of any Lot or of any component of any Lot, are provided by the Seller, not BJAC, and are either expressions of opinion or are for ease of identification only, and they are not to be relied upon by Buyer as representations of fact. Buyer assumes all risks associated with any nonconformity of any Lot or any component of any Lot. As a condition of participation in the auction, Buyer represents that he will conduct any inspections and examination necessary to satisfy himself of all material facts before making any bid. For vehicles with a Reserve, the auctioneer reserves the right to place bids for the consignor up to the reserve amount.

(D) Neither BJAC nor any agent, employee or representative of BJAC has given or authorized any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any Lot. BJAC assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

(E) Buyer acknowledges that BJAC must comply with U.S.-mandated economic and trade policies and that such compliance may include reviewing individual customer and/or transactional data for compliance.

(F) For auctions conducted in Nevada, neither the Seller nor BJAC is required to obtain the emissions inspections or tests required by NRS 445B.770. Any emissions inspections or tests required must be obtained by Buyer before a motor vehicle may be registered. (NRS 445B.805) In addition, for vehicles with engine modifications sold at any auction, Buyer acknowledges and agrees that such vehicles may not be emissions compliant in all 50 states.

2. COMMISSIONS AND FEES - (A) A BUYER'S PREMIUM OF 12% OF FINAL BID PRICE IS PAYABLE FOR ALL VEHICLE LOTS (17% for Automobilia Lots). Buyer understands and agrees that he must pay the sum equal to 12% for any vehicle Lot or 17% for any Automobilia Lot purchased at this auction, that this

fee will be automatically included in the final settlement figure, and that he will be subject to applicable taxes and license fees. Buyer understands and agrees that a 2% penalty will be added to the Buyer's premium if Buyer leaves the auction venue without settling his final account. Sales tax, if applicable, will be charged on the final total of hammer price plus premium.

(B) Buyer will be required to pay all applicable taxes, license fees, or other fees levied by any authority unless BJAC receives satisfactory proof of exemption, including a proper bill of lading (to be determined in BJAC's sole discretion). There are no refunds once BJAC has paid taxes and license fees (typically two weeks). Buyer acknowledges that the bidder registration fee paid to participate in the auction is not included in or deducted from the total price of any Lot purchased.

(C) Buyer agrees that if he acquires, or if any related entity or person acquires, within 60 days after the auction date, any Lot consigned to the BJAC auction that is not sold through the auction for any reason Buyer will be obligated jointly and severally, with the Seller, for the immediate payment to BJAC of a commission in the amount of 18% (No Reserve Lots) or 20% (Reserve Lots) of the sale price of the Lot.

3. PAYMENT - (A) All bidder fees are non-refundable and non-transferrable. (B) A valid method of payment must be submitted for each auction. Buyer agrees to pay for all Lots on the day of sale in U.S. currency, certified check or cashier's check. Personal checks may be accepted, at BJAC's sole discretion, but only if accompanied by irrevocable bank letter of guaranty in favor of BJAC stipulating Buyer's credit limit on the day of the sale. Buyer hereby authorizes BJAC to recover lost commissions or fees due to BJAC should Buyer default and charge this amount to Buyer's credit card on file or to recoup such commissions or fees through any other available means of payment.

(C) Buyer acknowledges and agrees that he is expressly prohibited from submitting a bid for purchase of any Lot if any such single or cumulative bid(s) exceed(s) Buyer's credit limit then on file with BJAC for the auction. If Buyer circumvents this provision and succeeds in entering a winning bid in excess of his credit limit, Buyer hereby warrants and agrees that he shall remain fully liable to BJAC and to Seller for the complete purchase price, plus applicable fees and commissions, and that funds shall be remitted to BJAC on the day of sale.

(D) Should Buyer default upon the purchase for any reason, Buyer agrees to pay BJAC the full sum of both the Buyer's premium and Seller's commission. This sum is due and payable without relief. Buyer also agrees to pay any court cost, attorney fees, storage, or other related cost or expense of any kind or nature whatsoever incurred by Seller or BJAC as a result of Buyer's default. This provision is in addition to and in no way supersedes or replaces Buyer's financial responsibility regarding such purchase.

(E) Buyer acknowledges and agrees that (i) Seller has appointed BJAC as its payment collection agent solely for the limited purpose of accepting funds from Buyer on Seller's behalf in connection with the sale of any Lot to Buyer; (ii) any payment BJAC receives from Buyer shall be considered the same as payment made directly to Seller by Buyer; (iii) upon Buyer's payment of funds to BJAC, Buyer's payment obligation to Seller for an amount equal to the funds remitted to BJAC is terminated, and BJAC is instead responsible for remitting the funds due to Seller; and (iv) Seller's recourse is only against BJAC if BJAC fails to remit the funds received from the Buyer.

(F) If Buyer is an absentee bidder, Buyer may complete a preauthorized deposit of \$9,000 that will be placed on the Buyer's credit card at time of registration and not removed until the conclusion of the auction. If Buyer is the high bidder on a Lot, BJAC reserves the right to process at any time all pre-authorized deposits until full payment has been received by BJAC. If Buyer is not the high bidder on any Lot, any pre-authorized deposits will be returned.

4. PASSING OF TITLE - (A) Upon the fall of the Auctioneer's hammer, title of the offered Lot will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth herein, and at such time Buyer: (i) assumes full risk and responsibility for the Lot and neither BJAC nor its agents shall be responsible for the loss of, or any damage to, any article or Lot due to theft, fire, breakage or any other cause whatsoever; (ii) will sign the contract of sale confirming purchase of the Lot and any related purchase documents; (iii) will pay the full purchase price plus applicable commission; (iv) will ensure the purchased vehicle complies with any emissions testing requirements in the applicable jurisdiction; and (v) warrants and agrees that he will perform the necessary steps to document the transfer of title in accordance with applicable state law within 30 days of receipt of transfer documentation from BJAC.

BUYER'S INITIALS: _____

(B) Buyer must remove all property from BJAC's premises not later than 72 hours following the sale, unless otherwise specifically instructed in writing by BJAC. If any Lot is not removed, a handling charge of 1% of the purchase price will be payable by the Buyer per month, until the Lot is removed, with minimum of 5% for any property not removed within 60 days after the sale. After 90 days, BJAC may dispose of the property. BUYER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES BJAC FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

(C) Lots, titles and/or bills of sale will only be released when payment has been received and cleared. No cash will be accepted. In all other cases the title and/or bill of sale will normally be delivered to Buyer within 30 days following the sale. For vehicles described as "title in transit", Buyer agrees that significant title delays may occur and that Buyer shall make no claim for damages or otherwise against BJAC as a result of any such delays in title processing, and that, in BJAC's sole discretion, BJAC may unwind or rescind the sale if needed.

(D) If Buyer or Buyer's representative drives a vehicle on the auction site, all applicable Motor Vehicle Laws must be observed at all times. Buyer is responsible for providing proof of current insurance for each auction event.

(E) Prior to driving any vehicles purchased at auction, Buyer agrees to check or inspect any safety or driving components or mechanisms of such vehicles.

(F) Buyer acknowledges the final vehicle description may vary from previous printed catalog or online description and the final vehicle description announced on the auction block and contained in the car card supersedes any such previous vehicle description.

5. REMEDIES; GOVERNING LAW; EXCLUSIVE JURISDICTION

(A) In the event Buyer breaches these terms and conditions or fails to consummate the sale for any reason, BJAC may, in addition to and not in lieu of any rights available at law or in equity, and at its sole discretion: (i) compel specific performance and hold Buyer liable for the bid price plus commissions; (ii) resell any Lot by public or private auction for Buyer's account and risk and hold Buyer liable for all damages, including the difference between the bid price and resale price, BJAC's full commission on the bid price, all costs for resale (including commissions), attorney fees and consequential damages; or (iii) cancel the sale and retain all payments made by Buyer, including any advance deposits, as liquidated damages and not as a penalty.

(B) Unless otherwise prohibited by law, before Buyer may initiate any legal proceeding arising out of or relating to any sale occurring as a result of this Agreement, including, but not limited to issues related to Seller's representations or statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage, or any other representation made regarding any Lot, Buyer shall submit to a mediation with Seller to be facilitated by BJAC or its designee on the terms and conditions set forth by BJAC. BJAC or its designee will facilitate this mediation in good faith in an effort to resolve any such dispute. If the parties are unable to reach an agreed resolution, or if BJAC in its sole discretion determines this effort or the prospect of mediation to be unsuccessful, Seller and Buyer may thereafter resolve their dispute through appropriate legal channels. If Buyer avails himself of this mediation provision, Buyer must request a Request for Mediation form from BJAC and submit the completed form in accordance with the instructions contained therein to begin the mediation process. The form must be submitted within 30 days from the date of purchase of the vehicle or Buyer shall be deemed to have waived and forfeited the opportunity to request mediation assistance from BJAC.

(C) Buyer acknowledges that BJAC may have an interest in commissions resulting from the resolution of a dispute through this mediation process. Buyer hereby waives any potential or actual conflict of interest inherent in such a mediation process and agrees to defend (using counsel reasonably acceptable to BJAC), indemnify and hold BJAC harmless for, from and against any claims, demands, actions, judgments, liabilities, losses or expenses (including attorney fees) arising from or related to BJAC's mediation of any dispute arising out of or relating to this Agreement, excepting only those matters arising out of BJAC's willful misconduct.

(D) Notwithstanding the foregoing, and in the event the mediation referenced in section 5(B) is not requested in a timely fashion or is unsuccessful, Buyer's sole and exclusive remedy shall be an action for actual damages against Seller. Buyer shall have no right to revoke acceptance of any Lot after the fall of the hammer, and Buyer shall have no right to maintain any action for consequential damages.

(E) Buyer's invocation of the mediation provisions of this Agreement shall not create any warranty or any other liability between BJAC and Buyer. As stated in section 1(B) above, BJAC expressly disclaims all warranties, express or implied, concerning the Lot, including the warranties of merchantability or fitness for any particular purpose(s).

(F) In the event of any dispute between Buyer and BJAC arising out of or related to this Agreement or its subject matter, Buyer's claim for damages shall be limited exclusively to actual damages, and shall not include consequential damages, or incidental or other special damages.

(G) This Agreement, and any action arising out of or based on it or its subject matter, shall be governed by Arizona law excluding its conflicts of law rules. Buyer agrees that the state and federal courts located in Maricopa County, Arizona shall have sole and exclusive jurisdiction over any action, dispute, or proceeding relating to or arising out of this Agreement or its subject matter, and Buyer hereby waives any objection to venue laid therein. Buyer further agrees that the state and federal courts located in Maricopa County, Arizona shall have personal jurisdiction over Buyer for the purposes of any action described above. In any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all of BJAC's attorney fees, costs and other expenses incurred in connection with the litigation or proceeding if BJAC is successful in such litigation or proceeding.

(H) Should the auction be canceled by BJAC due to a force majeure event, including without limitation Act of God, disease, pandemic, or governmental order, Buyer shall be entitled to a refund of his entry fee paid as his sole and exclusive remedy, and BJAC shall have no liability to Buyer.

6. ENTIRE AGREEMENT - This Agreement and related Contract of Sale contain the entire agreement between Buyer and BJAC pertaining to the subject matter described herein. Any terms proposed by Buyer orally or in writing which add to, vary from or conflict with this Agreement shall be void, and the Agreement shall constitute the complete and exclusive statement of the agreement between the parties and may be modified only by written instrument executed by the authorized representatives of both Buyer and BJAC and which expressly modifies the Agreement.

7. ASSIGNMENT - This Agreement, and any and all rights, obligations, claims or causes of action arising from it or its subject matter, may not be assigned to or acquired by any other person or entity without BJAC's prior written authorization.

8. SEVERABILITY - If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law: (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this agreement; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and this Agreement shall be deemed reformed accordingly.

9. APPEARANCE RELEASE - Buyer agrees and acknowledges that BJAC, its licensees, service providers, assigns, and/or its television partner can and has permission to use and exploit his or her likeness, appearance, voice and image for television, internet, digital media, videos, still photography and/or any other visual/audio recording, digital content, program and/or media in perpetuity. Buyer hereby waives all residual rights or claims that might arise from use or exploitation of his or her appearance, picture, image or likeness for any purpose at any future date.

10. PRIVACY POLICY NOTICE - Our Privacy Policy is updated or revised from time to time. Please refer to the most current version of our Privacy Policy, which is available at Barrett-Jackson.com, and click on "Privacy Policy" on the bottom of the screen. By entering into this Agreement, you agree to our Privacy Policy. Furthermore, as a consignor/seller or a bidder/buyer at our events, your contact information will be exchanged with the other party to any vehicle sale transaction completed by BJAC.

11. VEHICLE REMOVAL AFTER AUCTION - All vehicles must be removed from auction premises no later than 5:00PM Monday, October 2, 2023. If any vehicle is not removed by Buyer or purchaser prior to this time, BJAC may have the vehicle removed from the premises and transported and/or stored with Reliable Carriers and Buyer shall be responsible and liable for any and all towing, storage and labor charges or other costs related thereto.

BUYER'S INITIALS: _____



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ONE TIME CREDIT CARD PAYMENT AUTHORIZATION FORM

15555 North 79th Place, Suite A, Scottsdale, AZ 85260
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SIGN AND COMPLETE THIS FORM TO AUTHORIZE BARRETT-JACKSON AUCTION COMPANY, LLC (“BJAC”) TO MAKE A ONE TIME DEBIT TO YOUR CREDIT CARD LISTED BELOW.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account. *Please complete the information below:*

This payment is for

\$100 - New Orleans 2023 Absentee

By completing this form I agree to a pre-authorized deposit (hold) of \$9,000 being placed on my credit card provided.

BILLING ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

Account Type: Visa MasterCard AMEX Discover

Cardholder Name _____

Account Number _____

Expiration Date _____ Card Verification Value (CVV) _____

SIGNATURE: _____ **DATE:** _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.