



THE WORLD'S GREATEST COLLECTOR CAR AUCTIONS®

BIDDER AGREEMENT 2019

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260
p 480.421.6694 | f 480.355.3414 | www.Barrett-Jackson.com

TO REGISTER FOR SCOTTSDALE 2019, 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

SCOTTSDALE 2019 TIER 1 - EARLY REGISTRATION - \$500

(Agreement received prior to December 3, 2018)

SCOTTSDALE 2019 TIER 1 - \$600

(Agreement received after December 3, 2018) Bidder Badge w/drink tokens, Guest Pass w/drink tokens, invitation for 2 for Opening Night Gala, Parking Pass (limited quantity available for Lot 2 - Polo Field Parking) and Event catalog

SCOTTSDALE 2019 TIER 2 - EARLY REGISTRATION - \$350

(Agreement received prior to December 3, 2018)

SCOTTSDALE 2019 TIER 2 - \$450

(Agreement received after December 3, 2018) Bidder Badge, Guest Pass, Parking Pass (limited quantity available for Lot 2 - Polo Field Parking) and Event catalog

PLEASE INDICATE ADDITIONAL PASSES REQUESTED

_____ **ADDITIONAL GUEST PASS**

- \$250 per person (Bidder Seating Access - Limit 4)

_____ **MUSCLE LOUNGE SKYBOX PASS**

- \$1,000 per person (6 day pass w/hosted bar and food included)

VIP EXPERIENCES HOSPITALITY PACKAGES

- Visit BarrettJacksonVIP.com or call 844-528-3598 for package details.

REGISTRATION PAYMENT OPTIONS

CREDIT CARD - Please complete the credit card authorization form enclosed

CHECK - Make payable to Barrett-Jackson and mail to:

7400 East Monte Cristo Avenue, Scottsdale, AZ 85260

CASH - On-site Registrations Only

- 3. Recent color photograph for your bidder badge (1st time bidders only)
- 4. Copy of current driver's license, state ID or passport (front and back)
- 5. Copy of current auto insurance card or declaration page that is valid through the dates of the Auction
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:

- 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.
- 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.
- Desired Bid Limit Deposit in the form of cash or cashiers check(s) made payable to Barrett-Jackson only** - The minimum bid limit is \$90,000 which requires a \$9,000 USD deposit in cash or cashiers checks. Personal/ business checks and credit cards will NOT be accepted for bid limit deposits. If a vehicle is purchased, you will be required to pay balance in cash, cashiers check or wire transfer. Personal/business checks are not acceptable as a form of payment without a Bank Letter of Guaranty.

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, will be charged on the final total of hammer price plus premium.

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 **FAX:** 480.355.3414

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

EMAIL: bidders@barrett-jackson.com **MAIL:** 7400 East Monte Cristo Avenue, Scottsdale Arizona, 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.

BID LIMIT DEPOSIT
 CASHIER'S CHECK(S) **CASH**
 The minimum required for a deposit is \$9,000 USD, giving you a \$90,000 bid limit.

WOODSIDE CREDIT
 Call 800.717.5180 to apply or confirm limit
 The minimum required for a Woodside Credit is \$30,000 USD.

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

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, will be charged on the final total of hammer price plus premium. All fees are non-transferable and non-refundable.

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

Office Use Bidder #: _____ Entered by: _____ Date: _____ Lot#: _____ Value: _____

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)

2. COMMISSIONS AND FEES

(A) A BUYER'S PREMIUM OF 10% OF FINAL BID PRICE IS PAYABLE FOR ALL VEHICLE LOTS (15% for Automobilia Lots). Buyer understands and agrees that he must pay the sum equal to 10% for any vehicle Lot or 15% 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 shall bring a bank reference and a copy of Buyer's signature certified by that bank. 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. There shall be no deviation from this provision without the prior written consent of BJAC. 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.

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 due to theft, fire, breakage or any 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.

(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

BUYER'S INITIALS: _____

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 in the case of cash purchases. In all other cases release will be made only after payment has cleared BJAC's bank account. The title and/or bill of sale will be delivered to Buyer at the time settlement is made with Seller (typically within 21 business days from the date of sale).

(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, BJAC encourages the Buyer to check or inspect any safety or driving components or mechanisms of such vehicles.

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, after 15 days' written notice to Buyer at Buyer's last known address, 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), 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.

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

By completing this Bidder Agreement, Buyer hereby acknowledges he has given given BJAC, its licensee, and/or its television partner permission to use his likeness and image for television, Internet, video screens, videos, still photography and/or any other visual/audio recording or program. Buyer hereby waives all residual rights or claims that might arise from use of his picture or likeness for any purpose at any future date. Entry into the auction site constitutes acceptance of the terms and conditions.

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 Wednesday, January 23, 2019. If any vehicle is not removed by a purchaser prior to this time, BJAC shall have the vehicle removed and purchaser shall be responsible for any and all towing, storage and labor charges related to clearing the vehicle from the premises.

BUYER'S INITIALS: _____



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ONE TIME CREDIT CARD PAYMENT AUTHORIZATION FORM

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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:

I _____ (FULL NAME) authorize BJAC to charge my credit card account indicated below for _____ (AMOUNT) on or after _____. This payment is for _____ (DATE).

- \$500 - Scottsdale 2019 Tier 1 Early Registration (Agreement received prior to December 3, 2018)
- \$600 - Scottsdale 2019 Tier 1 (Agreement received after December 3, 2018)
- \$350 - Scottsdale 2019 Tier 2 Early Registration (Agreement received prior to December 3, 2018)
- \$450 - Scottsdale 2019 Tier 2 (Agreement received after December 3, 2018)
- _____ x \$250 per person - Additional Guest Pass (Bidder Seating Access - Limit 4)
- _____ x \$1,000 per person - Muscle Lounge Skybox pass (6 day pass w/hosted bar and food included)

BILLING ADDRESS	CITY	STATE	ZIP
PHONE	EMAIL		

Account Type: Visa MasterCard AMEX Discover

Cardholder Name _____

Account Number _____

Expiration Date _____

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.