

Carlisle Events  
 1000 Bryn Mawr Road  
 Carlisle, PA 17013-1588  
 717.243.7855  
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**SPRING**  
 April 22-23  
 **Fall**  
 Sept. 30-Oct. 1

# 2010 BIDDER REGISTRATION FORM

The following items are required to become a registered bidder. Bids are only accepted from registered bidders.

**Pre-registration is recommended.** You may pre-register by MAIL or FAX. Registration is also accepted at the SALE SITE.

- Completed and signed (both sides) Bidder Registration Form
- \$100 Bidder Registration Fee (One multi-day admission pass to the event held at the Carlisle Fairgrounds and one guest pass to attend the auction held in the Carlisle Expo Center are included with your bidder credentials. **Bidder Fee will be credited toward the purchase of an auction vehicle.**) Extra guest passes may be obtained for \$25 each.
- Copy of valid driver's license, state ID or passport
- Proof of current auto insurance will be needed if registering vehicle in PA
- PAYMENT TERMS OF VEHICLE PURCHASE(S): Cash, cashier's checks, certified funds, personal or company/dealer check with a bank letter of guaranty. (Credit cards are not accepted.) This deposit will be refunded by mail within 14 days after the sale. The deposit will not be refunded during the sale under any circumstances.

- Payment is required within two hours of purchase unless other terms are pre-arranged.
- You must pay the stated **5% Buying Premium**, which will be added automatically upon settlement and payable without relief to the auction company. Sales tax is governed by where you title the vehicle.
- **ALL BIDS ARE FINAL AT AUCTION. If you are awarded the final bid, ownership changes hands at the drop of the gavel. You own the vehicle and are responsible for payment in full. ALL LOTS ARE SOLD AS IS, WHERE IS.**

**Dealers:**

- Copy of your current dealer license
- Copy of your state resale (tax ID) certificate
- Consignors** receive complimentary credentials with this completed, signed form. Bid limit is calculated on the value of your vehicle. To exceed this amount, a Bank Letter or cashier's check must be submitted at time of registration.

NAME \_\_\_\_\_ HOME PHONE # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CELL PHONE # \_\_\_\_\_  
 CITY / STATE / ZIP \_\_\_\_\_  YES, I want to be a phone or absentee bidder. (If checked, an auction representative will contact you.)  
 EMAIL \_\_\_\_\_ DRIVER LICENSE STATE & # \_\_\_\_\_

**DEALERS - COMPLETE THIS SECTION**

COMPANY / DEALER NAME \_\_\_\_\_ BUSINESS PHONE # \_\_\_\_\_  
 TITLE \_\_\_\_\_ FAX # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ DEALER # \_\_\_\_\_  
 CITY / STATE / ZIP \_\_\_\_\_ STATE ISSUED \_\_\_\_\_  
 RESALE (TAX ID) # \_\_\_\_\_

**PAYMENT OF \$100 BIDDER REGISTRATION FEE:**

Form of payment:  Check  MasterCard  Visa  Am. Exp.  Discover  
 Is the billing address same as above?  Yes  No  
 If not, we may contact you for additional information.  
 Credit Card No.: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_

**DESIRED BIDDING LIMIT \$** \_\_\_\_\_

**PAYMENT METHOD FOR VEHICLE PURCHASE(S):**

- Cashier's Check / Certified Funds (enclosed)
- Cash with advance deposit (10% of bid limit required/enclosed)
- Check with bank letter of guarantee (original letter enclosed)

COMPLETE THIS SECTION IF YOU HAVE A BANK LETTER

NAME OF BANK \_\_\_\_\_  
 ACCOUNT # \_\_\_\_\_  
 CONTACT NAME \_\_\_\_\_  
 DIRECT PHONE # \_\_\_\_\_

**YOU MUST COMPLETE SECTION AT RIGHT**

**INTERNATIONAL BUYERS:** All proceeds must be received via wire transfer (US Dollars) and a Bank Letter of Guarantee should accompany your registration form.

**By signing this agreement (on both sides), signor authorizes the investigation of his/her financial and credit worthiness and affirms he/she has read the terms and conditions of sale on the back of this form and states that he/she will abide by the same in their entirety.**

**SIGNATURE** X \_\_\_\_\_ **DATE** \_\_\_\_\_

OFFICE USE  
 Data entered by: \_\_\_\_\_ Date: \_\_\_\_\_ Fee Paid: \_\_\_\_\_ Type: \_\_\_\_\_ Lot # \_\_\_\_\_ Bid Limit: \$ \_\_\_\_\_ Method: \_\_\_\_\_

BIDDER # \_\_\_\_\_ LAST NAME, FIRST INITIAL \_\_\_\_\_



# COLLECTOR CAR AUCTION TERMS AND CONDITIONS OF SALE

## 1. LIMITATIONS AND DISCLAIMERS

(A) Each vehicle is consigned to Carlisle Productions, Inc. by the Seller who is shown on the Contract of Sale (each vehicle so consigned is a "Vehicle"). Seller is the disclosed principal of Carlisle Productions Inc. and Carlisle Productions Inc. acts as the exclusive agent of Seller. For Vehicle(s) consigned with a "RESERVE" price, Carlisle Productions may bid on the Seller's behalf up to the RESERVE AMOUNT. Each Vehicle is sold "AS-IS, WHERE IS", with all faults and defects, and with all errors of description. Buyer understands that: (1) any and all information concerning any Vehicle is provided by Seller; (2) Carlisle Productions Inc. does not make any representations or express any opinions of its own concerning any Vehicle; and (3) Carlisle Productions does not examine any Vehicle or any component of any Vehicle, research the title documents or the provenance of the Vehicle or verify any information provided by Seller, nor does Carlisle Productions undertake any duty to do any of the foregoing for the benefit of Buyer or anyone else. Buyer acknowledges that Carlisle Production Inc.'s only duty toward Buyer is to transfer the Vehicle to Buyer "AS-IS, WHERE IS", upon full performance by Buyer under this Agreement and at the times specified in this Agreement. Except with regard to such duty, Buyer hereby waives and releases Carlisle Productions Inc. from and against any claim, demand, liability or expense of any kind arising out of or related to the Vehicle, expressly including without limitation any assertions of negligence (including negligent misrepresentation) or breach of warranty. Buyer agrees not to join Carlisle Productions, Inc. as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Vehicle or any alleged representations concerning the Vehicle, and further agrees to look solely to Seller with respect to such matters.

(B) Carlisle Productions Inc. disclaims all warranties, express or implied, concerning the Vehicle, including the warranties of merchantability or fitness for any particular purpose(s). Buyer represents that the amounts bid for any Vehicle are based solely on buyer's own independent inspection and evaluation of that Vehicle. Purchaser must understand that he/she is buying property entirely upon his own or his agent's examination and opinion. As a material inducement to this agreement: (1) buyer has undertaken to make its own examination of any Vehicle before bidding; and (2) assumes all risk of any non-conformities in any Vehicle. Buyer further acknowledges that it has not relied upon any assumptions regarding Carlisle Productions Inc.'s knowledge concerning the Vehicle or the seller nor upon any representations by Carlisle Productions Inc., 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 Vehicle or any component of any Vehicle.

(C) All statements contained in any catalogs, brochures or advertisements of any type pertaining to the sale, including without limitation any statements concerning condition, genuineness or authenticity, origin or provenance, previous use of ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage of any Vehicle or of any component of any Vehicle, 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 Vehicle or any component of any Vehicle and, as a condition of Buyer's participation in the auction, Buyer represents that he/she will conduct any inspections and examination necessary to satisfy himself/herself of all material facts before making any bid.

(D) Neither Carlisle Productions Inc. or Seller, or any agent, employee or representative of Carlisle Productions Inc. or Seller has given or authorized any other person to give any affirmation, representation, warranty or guarantee concerning any Vehicle. In any event, Carlisle Productions Inc. acts solely as Seller's agent, and Carlisle Productions Inc. assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

(E) All sales are without reserve unless a Vehicle is explicitly offered with reserve. Carlisle Productions Inc. hereby gives notice that it has the liberty to make, procure and receive bids on the Seller's behalf.

(F) Carlisle Productions Inc. is not responsible for lost, stolen, or damaged properties. Carlisle Productions Inc. reserves the right at its sole discretion to allow unregistered bidders to bid.

(G) Carlisle Productions Inc. is not liable for any third party liabilities. Carlisle Productions is not responsible for any and all liabilities.

## 2. PROCEDURES

(A) All bids are to be per lot unless otherwise mentioned by the Auctioneer.

(B) The highest bidder to be the buyer. In all cases of disputing bids, the Vehicle shall be resold, but the auctioneer will use his judgement as to the good faith of all claims and his decision is final.

(C) Bidders are required to register and give full identification prior to bidding and are required to use the number issued to them when identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on Bidder's application.

(D) Automobiles are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, absentee bidders by telephone, absentee bidders who leave written bids in advance of the auction. The auctioneer may also execute bids in response to salesroom, telephone or absentee bids. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Further the consignor has the right to "lift" the reserve price whereupon it will be sold at the highest bidder at the hammer. When the reserve has been lifted, the auctioneer will duly announce it.

(E) Carlisle Productions Inc. will supply an area for cars that do not reach agreeable sale price, so as to endeavor to secure a proper buyer for the seller/consignor.

1. This area will be staffed by Carlisle Productions Inc. to accept offers on such vehicles.

2. Any and all vehicles sold in this manner will be sold by the same terms as cars sold on the auction block.

## 3. PAYMENT

(A) Buyer shall bring a bank reference and photo ID. Buyer agrees to pay for all Vehicles on the day of sale by United States currency, certified check or cashier's check, personal checks may be accepted at Carlisle Productions Inc.'s sole discretion, but only if accompanied by irrevocable bank letter of guaranty in favor of Carlisle Productions Inc. stipulating buyer's credit limit on the day of the sale. If not paid for and taken away by Buyer on the day of the sale, any Vehicle may be removed to a public warehouse by Carlisle Productions Inc., without notice, for the account, risk and expense of Buyer. There shall be no deviation from this provision without the prior written consent of Seller and Carlisle Productions Inc. Bidder hereby authorizes Carlisle Productions Inc. to recover lost commissions due to it should Bidder default (including, but not limited to freight, storage, difference in received value, auction fees).

(B) Should I default upon my purchase in any manner, for any reason, I agree to pay Carlisle Productions Inc. the full sum of both the buyer's premium (5% of sale price) and seller's commission (which varies between 5% - 6% of sale depending on circumstances of consignment). This sum is due and payable without relief. I also agree to pay any court cost, attorney fees, storage, etc., incurred by the Seller or Carlisle Productions Inc. This in no way releases Buyer from any and all financial responsibility regarding said purchase.

(C) A BUYER'S PREMIUM OF 5% OF FINAL BID IS PAYABLE BY THE BUYERS OF ALL VEHICLE LOTS. Bidder understands that they must pay the sum equal to 5% (FIVE PERCENT) for any Vehicle, and that this fee will be automatically included in the final settlement figure, and will be subject to applicable taxes and license fees, and

is payable without relief to Carlisle Productions Inc.

(D) Buyer will be required to pay all applicable taxes, license fees, or other fees levied by any authority, unless Carlisle Productions Inc. receives satisfactory exemption (to be determined in Carlisle Productions Inc.'s sole discretion).

(E) Upon making settlement, no stop payment of funds will be honored and any stop payment order of check or giving of check which is returned marked "insufficient funds" shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction.

## 4. PASSING OF TITLE

(A) Upon Auctioneer's call of "SOLD", title of the offered Vehicle will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth here, and such Bidder thereupon (a) assumes full risk and responsibility therefore and neither the Seller nor Carlisle Productions Inc. or its agents shall be responsible for the loss of, or any damage to any article due to the theft, fire, breakage or any cause whatsoever, however occasioned, (b) will sign a confirmation of purchase thereof, and (c) will thereupon pay the full purchase thereof. All property must be removed from our premises by the Purchaser at their expense not later than 24 hours following the completion of the sale, and if it is not so removed, a handling charge of 1% (one percent) of the purchase price will be payable by the Purchaser per month, until its removed, with minimum of 5% (FIVE PERCENT) for any property not so removed within 60 days after the sale. Completion of sale shall be defined as a time when possession of Vehicle is tendered and the completion of all required documentation for title transfer is completed and exchange for guaranteed payment as deemed acceptable by Carlisle Productions Inc. After 90 days, Carlisle Productions Inc. may dispose of the property. PURCHASER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW, AND RELEASES CARLISLE PRODUCTIONS INC. FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL.

(B) Vehicles/Lots, Titles and/or Bills of Sales will only be released in the case of cash purchases. In all other cases Vehicle/Lots, Titles and/or Bills of Sale will only be released after all other forms of payment (cashier checks, travelers' check, money orders and company and personal check, even if you have submitted a "Letter of Guaranty" have cleared Carlisle Productions Inc.'s bank account. The Title/Bill of Sale will be delivered to Purchaser at time settlement is made with Seller/Consignor on or before 21 banking days from the time of sale.

(C) Carlisle Productions Inc. catalogues every Vehicle based upon information provided by the Consignor/Seller, but Carlisle Productions Inc. does not independently verify that information. Every Vehicle is sold "as is, where is" and no refund or credits shall be issued. All sales are made without recourse. Purchaser has relied entirely and solely upon his own examination of the article being purchased, and further acknowledges that the article sold in an "as is" condition and without any warranty of merchantability, fitness for the use intended and without any warranty whatsoever, express or implied.

(D) Titles on purchased vehicles will be processed within 21 business days contingent upon confirmed payment.

## 5. REMEDIES

(A) If the buyer fails to comply with any of these Conditions of Sale Carlisle Productions Inc. may, in addition to asserting all remedies available by law including the right to hold such defaulting buyer liable or the purchase price (i) cancel the sale, retaining as liquidated damages any payment made by the buyer or (ii) take any such action that we deem necessary or appropriate. If Carlisle Productions Inc. resells the property, the original defaulting buyer shall be liable for the payment of any deficiency in the purchase price and all costs and expenses, including warehousing, the expense of both sales, responsible attorney's fees, commission, incidental damage and all charges due hereunder. In the event that such buyer pays a portion of the purchase price for any or all lots purchased, Carlisle Productions Inc. shall apply the payment received to such Vehicle or Vehicle(s) that Carlisle Productions Inc., in our sole discretion, deems appropriate. Any buyer who fails to comply with these Conditions of Sale will be deemed to have granted Carlisle Productions Inc. a security interest in, and Carlisle Productions Inc., may retain as collateral security for such buyer's obligation to Carlisle Productions Inc., any property in Carlisle Productions Inc. is possession owned by such buyer. Carlisle Productions Inc. shall have benefit of all rights of a secured party under the Uniform Commercial Code adopted in the Commonwealth of Pennsylvania. This agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

(B) 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 Vehicle, after the fall of the hammer, and Buyer shall have no right to maintain any action of consequential damages.

(C) This agreement shall be interpreted and enforced according to the substantive laws of the Commonwealth of Pennsylvania. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (such arbitration to be held in the state of Pennsylvania before a single arbitrator by the AAA and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event 1) Buyer institutes or initiates arbitration or court action against Carlisle Productions Inc. in any way relating to this Agreement or the Auction; 2) Any action is taken by Carlisle Productions Inc. against Buyer to enforce this Agreement either in a court of law or arbitration; or 3) in the event Carlisle Productions Inc. is joined in any action filed by the Owner against Buyer, **Buyer shall pay Carlisle Productions Inc.'s attorneys' fees, witness fees, court costs and collection costs.**

(D) Any litigation brought forward by bidder/purchaser will be against seller. Carlisle Productions Inc. is merely performing an auction Service, and does not own the property. Upon litigation, bidder/purchaser will not be entitled to recover fees earned by Carlisle Productions Inc. duly performing its service.

(E) Should any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.

## 6. COMMISSIONS

Buyer agrees that if they acquire or if any related entity or person acquires, within twenty-one (21) days of the auction date, any Vehicle consigned to the Carlisle Productions Inc. auction that it is not sold through the auction for any reason the buyer will be obligated jointly and severally with the seller for the immediate payment to Carlisle Productions Inc. of a commission in the applicable amount of the consigned reserve price of the Vehicle. Carlisle Productions Inc. is entitled to any fee on any vehicle sold due to Carlisle Productions Inc. event up to 21 days after said event. Carlisle Productions Inc. at its sole discretion has the right to enforce this policy.

## 7. CONDITIONS OF THE SALE

The above stated Conditions of Sale cannot be altered except in writing from Carlisle Productions Inc.

## 8. CHANGES

Until a fully executed agreement is in effect, Carlisle Productions Inc. reserves the right to change the terms hereof without notice.

SIGNATURE X

I have read, understand and accept all terms and conditions.