



MAILING ADDRESS:
1000 Bryn Mawr Rd.
Carlisle, PA 17013
717-960-6400
717-243-4861 Fax
CarlisleAuctions.com



FALL CARLISLE COLLECTOR CAR AUCTION • OCT. 4-6, 2018

AUCTION LOCATION: Carlisle Expo Center, 100 K St., Carlisle, PA 17013

TO: **PROSPECTIVE BIDDER**

RE: **FALL CARLISLE COLLECTOR CAR AUCTION**

Thurs.-Fri., Oct. 4-5 starting at 2 p.m. **AND Sat., Oct. 6, starting at 10 a.m.**

The Carlisle Auctions' Fall Carlisle Collector Car Auction is held in conjunction with Fall Carlisle which includes a huge swap meet and car corral. We hope you have time to enjoy both events during your visit.

Carlisle Auctions very much appreciates your interest and participation in our auctions. You are very important to us. We look forward to you joining us as a bidder at this great ever-growing event.

- Bidder registration fee - **\$100.00** (non-refundable)
- **Bidders receive:**
 - 1) One (1) 5-day event pass for Fall Carlisle
 - 2) One (1) auction guest pass. Additional guest passes may be purchased for \$50 each.
- Please make your check payable to:
Carlisle Auctions
- Your bidder number and credentials will be issued to you upon arrival at the Auction Office in the Carlisle Expo Center.
- Payment is required within two hours of vehicle purchase unless other terms are prearranged. Should you have any questions, please call us at (717) 960-6400.
- Bidders who are licensed vehicle dealers must submit a copy of their dealer's license, dealer's representative authorization and Department of Revenue Annual Resale Certificate with their Bidder Registration.
- All **vehicles** must be **removed** from the auction site no later than **5 p.m. Mon., Oct. 8, 2018.**
- Insurance constraints prohibit all pets, golf carts, mopeds, mini-bikes, ATVs or similar vehicles. For mobility assistance, scooters are available for rental from Scootaround, Inc., 1-888-441-7575.

COLLECTOR CAR AUCTION TERMS AND CONDITIONS OF SALE

GENERAL:

The following terms and conditions govern this auction. Except where specifically stated to be selling as the Principal, Carlisle Productions, Inc. ("Carlisle Productions") is selling for and acting as the agent for the Consignor ("Seller"). The Seller has consigned their vehicle to Carlisle Productions, Inc. for inclusion in this sale. Carlisle Productions, Inc. is licensed by the Commonwealth of Pennsylvania, Department of State, Bureau of Professional and Occupational Affairs, State Board of Vehicle Manufacturers, Dealers, and Salespersons as a Vehicle Auction (License Number VB001027) pursuant to the Board of Vehicles Act, Act of December 22, 1983 (P.L. 306, No. 84), as amended, 63 P.S. §§ 818.1, et seq. and the Regulations of the State Board of Vehicle Manufacturers, Dealers and Salespersons, 49 PA. CODE § 19.1, et seq.

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"). Each Vehicle is sold "AS-IS, WHERE IS", with all faults and defects. The Buyer understands that: (1) any and all information concerning any Vehicle is provided by the 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 the Seller, nor does Carlisle Productions undertake any duty to do any of the foregoing for the benefit of the Buyer or anyone else.

The Buyer acknowledges that Carlisle Production Inc.'s only duty toward the Buyer is to transfer the Vehicle to the Buyer "AS-IS, WHERE IS", upon full performance by the Buyer under this Agreement and at the times specified in this Agreement. Except with regard to such duty, the 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 or the auction, expressly including without limitation any assertions of negligence (including negligent misrepresentation) or breach of warranty. The Buyer agrees not to join Carlisle Productions, Inc. as a defendant in any action or proceeding arising directly or indirectly out of the condition or history of the Vehicle or any alleged representations concerning the Vehicle, and further agrees to look solely to the 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). The Vehicle is sold AS-IS, WHERE-IS WITH ALL FAULTS AND DEFECTS. The Buyer represents that the amounts bid for any Vehicle are based solely on buyer's own independent inspection and evaluation of that Vehicle. The Buyer must understand that he/she is buying property entirely upon his own or his agent's examination and opinion. By placing a bid on any Vehicle, the Buyer acknowledges that: (1) the Buyer has undertaken to make his/her own examination of the Vehicle before bidding; and (2) has satisfied himself or herself with the 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 the vehicle.

The Buyer further acknowledges that he or she 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, 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 of any component of any Vehicle, are the sole expressions of the Seller and not Carlisle Productions, Inc. Carlisle Productions Inc. acts solely as the Seller's agent, and assumes no liability for any affirmations, representations, warranties or guarantees made by the Seller.

(D) 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. For Vehicles consigned with a "RESERVE" price, Carlisle Productions may bid on the Seller's behalf up to the RESERVE AMOUNT. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Furthermore, the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer at that time. When reserve has been lifted, the auctioneer will duly announce it.

(E) Carlisle Productions Inc. is not responsible for lost, stolen, or damaged properties.

(F) Carlisle Productions Inc. is not liable for any third party liabilities.

2. PROCEDURES

(A) All bids are to be per Lot unless otherwise mentioned by the Auctioneer. Carlisle Productions, Inc. has the right, at its sole discretion, to divide any Lot, to combine two or more Lots, to withdraw any Lot and in the case of a dispute, to put any Lot up for Auction again.

(B) The highest bidder is to be the Buyer. In all cases of disputing bids, the Vehicle shall be resold, but the Auctioneer will use his judgment 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 the Bidder's application. Bidders are responsible for all bids made with the bidder number issued by Carlisle Productions, Inc. Bidders are responsible for making themselves aware of all saleroom notices and announcements. Carlisle Productions Inc. reserves the right at its sole discretion to allow unregistered bidders to bid. Carlisle Productions, Inc. has the right, at its discretion to refuse any bid.

(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.

(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) The Buyer shall bring a bank reference and photo ID. The Buyer agrees to pay for all Vehicles on the day of sale by United States currency, bank wire, 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 the Buyer within 24 hours of the completion of the auction event, the Vehicle may be removed to a public or private warehouse by Carlisle Productions Inc., without notice, at the risk and expense of the Buyer. Any vehicle so removed is subject to a handling charge of 1% (one percent) of the purchase price, per month, until it is removed. After 60 days, Carlisle Productions Inc. may dispose of the property in any fashion as they see fit without recourse or damages to Buyer. BUYER 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.

The Buyer hereby authorizes Carlisle Productions Inc. to recover lost commissions due should the Buyer

default (including, but not limited to freight, storage, difference in received value, auction fees).

(B) Should Buyer, default upon the purchase in any manner, for any reason, the Buyer also agrees to pay Carlisle Productions Inc. the full sum of both the buyer's premium (7% of sale price) and the seller's commission (which varies between 5% or 7% of sale depending on circumstances of consignment). This sum is due and payable without relief. Buyer further agrees to pay any court costs, attorney fees, storage, etc., incurred by the Seller or Carlisle Productions Inc. This in no way releases the Buyer from any and all financial responsibility regarding said purchase.

(C) A BUYER'S PREMIUM OF 7% OF THE FINAL BID IS PAYABLE BY THE BUYERS OF ALL VEHICLE LOTS. The Buyer understands that they must pay the sum equal to 7% (SEVEN 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) The 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 at Carlisle Productions Inc.'s sole discretion).

(E) Upon making the 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", the Buyer:

(a) assumes full risk of loss and responsibility therefore to properly secure the Vehicle and ensure the Vehicle's safety. 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, and

(b) will sign a confirmation of purchase of the Vehicle, and will thereupon pay the full purchase thereof.

(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" and have cleared Carlisle Productions Inc.'s bank account. The Title/Bill of Sale will be delivered to the Buyer at the time settlement is made with the Seller/Consignor on or before 21 banking days from the time of sale.

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 or previously stated in these terms and conditions (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 Carlisle Productions, Inc. deems 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, including commissions, attorney's fees, incidental and consequential damages 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 their 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. owned by such Buyer. Carlisle Productions Inc. shall have the benefit of all rights of a secured party under the Uniform Commercial Code adopted in the Commonwealth of Pennsylvania.

(B) The Buyer's sole and exclusive remedy shall be an action for damages against the Seller and not against Carlisle Productions, Inc.

(C) This agreement shall be interpreted and enforced according to the laws of the Commonwealth of Pennsylvania. The sole and exclusive jurisdiction and venue for any claim, controversy or dispute arising out of or relative to this Agreement or the Auction shall be the Court of Common Pleas in and for Cumberland County, Pennsylvania.

In the event: 1) The 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 the 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 the Buyer, the Buyer shall pay Carlisle Production's attorneys' fees, witness fees, court costs and collection costs. Additionally, Carlisle Production's total liability with respect to all losses arising under or in connection with this Auction or these Terms and Conditions, whether in contract or in tort or breach of any statutorily created obligation or duty, or otherwise shall be limited to Carlisle Production's portion of the net sales proceeds of the lot (i.e. the commissions).

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

6. VEHICLES SOLD WITHIN 21 DAYS OF THE AUCTION

The 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 a 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.

9. ACKNOWLEDGEMENT

I have read the BIDDERS REGISTRATION FORM, including in particular the CONDITIONS OF SALE, and I hereby agree to be legally bound by them. I acknowledge that the additional sheets included with the bidder packet that I received include additional terms and conditions and I hereby warrant that all statements made and information provided in the bidder package are true and correct.

SIGNATURE X

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

Bank's Letterhead

SAMPLE LETTER OF GUARANTEE

Carlisle Auctions
1000 Bryn Mawr Road
Carlisle PA 17013

RE: (Bidders Name)

Dear Ladies/Gentlemen:

This letter will serve as notification that (Bank Name) will irrevocably honor and guarantee payment of any check(s) written by (Bidder's name) up to the amount of (amount guaranteed) for a period of 30 days from auction date, in United States Dollars, and drawn on account number (Bidder's account number). The following are authorized signor(s) on this account: [name(s) of authorized signer(s)].

No stop payments will be issued.

This guarantee is for the purpose of our customers purchasing automobiles at the Fall Carlisle Collector Car Auction held by Carlisle Events October 4, 5 and 6, 2018.

Should you need further information, please contact (Officer's name).

Witness by hand this _____ day of _____, 20____.

Officer's name and title
Bank Name