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**LAKELAND FALL COLLECTOR CAR AUCTION • NOV. 11-12, 2016**

AUCTION LOCATION: SUN 'n FUN, 4175 Medulla Rd., Lakeland, FL 33811

TO: **PROSPECTIVE BIDDER**  
RE: **LAKELAND FL FALL COLLECTOR CAR AUCTION**  
Fri.-Sat., Nov. 11-12, 2016, starting at 10:30 a.m.

The Carlisle Auctions' Lakeland Fall Collector Car Auction is held in conjunction with the Fall Florida AutoFest which includes a vendor swap meet, car corral, car show and a variety of special displays and entertainment.

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) Reserved parking area for those who register in advance
  - 2) Parking window decal
  - 3) Two (2) complimentary admission tickets
- The parking window decal and admission passes will be mailed to you upon receipt of your completed registration form and payment.
- Please make checks payable to:  
**Florida Car Shows, Inc.**
- Your bidder number and credentials will be issued to you upon arrival at the Auction Bidder Office.
- Purchases must be paid in full (bid amount plus 7% buyer's premium, tax, tag and title fees) at the conclusion of the day's sale.
- 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., Nov. 14, 2016.**
- Insurance constraints prohibit all pets, golf carts, scooters, 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, the Principal, Florida Car Shows, Inc. is selling for and acting as the agent for the Consignor ("Seller"). The Seller has consigned their vehicle to Florida Car Shows, Inc. for inclusion in this sale. Florida Car Shows, Inc. is licensed by the State of Florida, Department of Highway Safety and Motor Vehicles, Division of Motorist Services as an Independent Dealer (License Number V/1065761/1) and by the State of Florida, Department of Business and Professional Regulation, Florida Board of Auctioneers as an Auction Business (License Number AB3249) pursuant to the provision of Chapter 468, FS.

## 1. LIMITATIONS AND DISCLAIMERS

(A) Each vehicle is consigned to Florida Car Shows, 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) Florida Car Shows, Inc. does not make any representations or express any opinions of its own concerning any Vehicle; and (3) Florida Car Shows 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 Florida Car Shows undertake any duty to do any of the foregoing for the benefit of the Buyer or anyone else.

The Buyer acknowledges that Florida Car Shows, 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 Florida Car Shows, 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 Florida Car Shows, 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) Florida Car Shows, 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 Florida Car Shows, Inc.'s knowledge concerning the Vehicle or the Seller nor upon any representations by Florida Car Shows, 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 Florida Car Shows, Inc. Florida Car Shows, 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. Florida Car Shows, 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, Florida Car Shows, Inc., 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) Florida Car Shows, Inc. is not responsible for lost, stolen, or damaged properties.

(F) Florida Car Shows, 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. Florida Car Shows, 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 Florida Car Shows, Inc. Bidders are responsible for making themselves aware of all saleroom notices and announcements. Florida Car Shows, Inc. reserves the right at its sole discretion to allow unregistered bidders to bid. Florida Car Shows, 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) Florida Car Shows, 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 Florida Car Shows, 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 Florida Car Shows, Inc.'s sole discretion, but only if accompanied by irrevocable bank letter of guaranty, in favor of Florida Car Shows, 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 Florida Car Shows, 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, Florida Car Shows, 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 FLORIDA CAR SHOWS, INC. FROM ANY LIABILITY WHATSOEVER IN CONNECTION WITH SUCH DISPOSAL. The Buyer hereby authorizes Florida Car Shows, 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 Florida Car Shows, 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 Florida Car Shows, 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 Florida Car Shows, Inc.

(D) The Buyer will be required to pay all applicable taxes, license fees, or other fees levied by any authority, unless Florida Car Shows, Inc. receives satisfactory exemption (to be determined at Florida Car Shows, 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 Florida Car Shows, 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 Florida Car Shows, 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, Florida Car Shows, 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 Florida Car Shows, Inc. deems necessary or appropriate. If Florida Car Shows, 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, Florida Car Shows, Inc. shall apply the payment received to such Vehicle or Vehicle(s) that Florida Car Shows, Inc., in their sole discretion, deems appropriate.

Any Buyer who fails to comply with these Conditions of Sale will be deemed to have granted Florida Car Shows, Inc. a security interest in, and Florida Car Shows, Inc., may retain as collateral security for such buyer's obligation to Florida Car Shows, Inc., any property in Florida Car Shows, Inc. owned by such Buyer. Florida Car Shows, Inc. shall have the benefit of all rights of a secured party under the Uniform Commercial Code as 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 Florida Car Shows, 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 Florida Car Shows, Inc. in any way relating to this Agreement or the Auction; 2) Any action is taken by Florida Car Shows, Inc. against the Buyer to enforce this Agreement either in a court of law or arbitration; or 3) in the event Florida Car Shows, Inc. is joined in any action filed by the Owner against the Buyer, the Buyer shall pay Florida Car Shows, Inc.'s attorneys' fees, witness fees, court costs and collection costs. Additionally, Florida Car Shows, Inc.'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 Florida Car Shows, Inc.'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 Florida Car Shows, Inc. 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 Florida Car Shows, Inc. of a commission in the applicable amount of the consigned reserve price of the Vehicle. Florida Car Shows, Inc. is entitled to any fee on any Vehicle sold due to a Florida Car Shows, Inc. event up to 21 days after said event. Florida Car Shows, 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 Florida Car Shows, Inc.

## 8. CHANGES

Until a fully executed agreement is in effect, Florida Car Shows, 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**

Florida Car Shows, Inc.  
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 Carlisle Auctions Lakeland FL Fall Auction held at SUN 'n FUN, November 11 and 12, 2016.

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

Witness by hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Officer's Name and Title

\_\_\_\_\_  
Bank Name