



D.E. FOELLER SALES, INC.



BIDDER'S INFORMATION

Name: _____ Company: _____
 Address: _____ City/State/Zip: _____
 Business Phone: _____ Home Phone: _____ Driver's License #: _____
 Fax: _____ Cell Phone: _____
 Email: _____
 Social Security: _____ Date of Birth: _____

PAYMENT INFORMATION

Method of Payment: Cash Cashier's Check Letter of Guarantee Other (Must be approved)

Estimated amount desired for approval: \$ _____

Bank letter of credit attached guaranteeing amount to spend: Yes No (Required if payment is to be made by check)
 NOTE: THE ABOVE BANK LETTER MUST BE IN OUR FILE BEFORE BIDDING NUMBER IS ISSUED.

BIDDER'S ACKNOWLEDGMENT

The undersigned agrees to the following terms and conditions:

- (1) All purchases must be paid for in full by the end of the auction. All sales are final. Items sold AS IS, WHERE IS.
- (2) I have read the terms of this sale posted on the premises and on the sale brochure, and said terms are incorporated herein by reference.
- (3) If any check given in payment is not honored for any reason (including but not limited to N.S.F., stop payment order, or the like) I agree whether the check be signed by me as the maker or endorser, that if such check is placed in the hands of an attorney and/or collection agency for collection, to pay all reasonable fees incurred, together with all costs of suit in the event suit is instituted.
- (4) Will pay any legal city or state sales or other tax assessed due to my failure to qualify from said tax.

Date: _____ Signature: _____

Witnessed by: _____

Make Checks Payable to: D.E. Foeller Sales, Inc.

Buyer Premium: 5% On Vehicles, 10% On Memorabilia

SALES TAX BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby certifies that he/she is exempt from state, county, local and/or sales tax normally charged in conjunction with these purchases for the reason(s) indicated below:

- For resale, in the form which it was relieved.
- For resale, but used or consumed directly in the production of tangible personal property produced for resale.
- I am a licensed dealer in the state of _____ for this type of tangible personal produced for resale.

This certificate of exemption shall remain in force until revoked, in writing, by me.

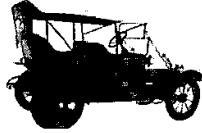
Company Name: _____ Signature: _____

Title: _____ Date: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____

Dealer's License #: _____ Tax Exempt #: _____



D.E. FOELLER SALES, INC.



BIDDER: _____

BIDDER/BUYER AGREEMENT

1. All articles are sold **"AS IS, WHERE IS"** and with no warranties or guarantees of any type either expressed or implied made by D.E. Foeller Sales, Inc., hereafter called D.E.F.S. Any warranties made by the Seller/Owner must be in writing on an instrument separate from the Purchase Invoice & Bill of Sale and signed by both the Bidder/Buyer and Seller/Owner. In no event shall D.E.F.S., the auctioneer or any employee, agent or associate of D.E.F.S. be responsible or liable for any such warranties, guarantees or the genuineness or description of any article offered for sale.
2. All statements printed in D.E.F.S. catalogs, ads, brochures, signs and vehicle cards, as well as verbal statements made by the auctioneer or staff or announcements made on the date of sale, have come from the Seller/Owner, and that we do not independently verify same. We assume no responsibility or liability for representations made by any Seller/Owner and shall have no obligation to verify or authenticate such statements claims. Any announcements made sale day supersede printed information in the catalogs, ads, brochures, signs and vehicle cards. **BIDDER/BUYER ACKNOWLEDGES BY SIGNING THE REVERSE SIDE OF THIS CARD THAT HE/SHE/IT WILL NOT HOLD D.E.F.S. RESPONSIBLE FOR ANY REPRESENTATIONS OR STATEMENTS MADE BY ANYONE BEFORE, DURING OR AFTER THE SALE ABOUT THE VEHICLES BEING SOLD.**
3. Payment of funds due Bidder/Buyer from any other transactions may, at D.E.F.S. discretion, be withheld from Bidder/Buyer and applied to other purchase(s) made by Bidder/Buyer. All payments must be made with good funds which are defined as cash, cashier's checks, traveler's checks, or personal/company checks backed by an irrevocable bank letter of guarantee stating the amount to be honored by the bank. Drafts are not acceptable. No article can be removed from the premises before making settlement. Title for any titled article purchased may be withheld until Bidder/Buyer's funds clear the Seller/Owner's or D.E.F.S.'s bank account. All cash payments of \$10,000 or more will be reported to the Federal Government subject to applicable (8300) law.
4. Unless agreed otherwise in writing by Bidder/Buyers and D.E.F.S., all articles shall be removed from the sale area by the Bidder/Buyer at Bidder/Buyer's expense immediately following the sale, and if not so removed within 24 hours of the date of sale of the item. D.E.F.S. may remove the article with all costs of moving and storage to be paid by the Bidder/Buyer. Bidder/Buyer agrees that D.E.F.S. has no liability for loss or damage to items left at my place of auction and that Bidder/Buyer shall maintain insurance to cover any items purchased at the sale.
5. If any of the terms of sale contained herein, or in any instrument collateral hereto, are not complied with by the Bidder/Buyer, in addition to other remedies available by law to D.E.F.S. and/or the Seller/Owner (including the right to hold the purchaser liable for the bid price), D.E.F.S. and/or the Seller/Owner, at its option, may do either of the following: (1) Cancel the sale and retain as liquidated damages all payments made by Bidder/Buyer, or (2) resell the article on 5 days written notice to the Bidder/Buyer at a private or public sale for the account of and at the risk of the Bidder/Buyer, and in any such event the Bidder/Buyer shall be liable for any deficiency plus all costs and all reasonable attorney fees and court costs incurred.
6. All terms of sale posted on the auction premises, printed in sale brochures, forms, signs, publicly announced, or otherwise published are incorporated herein by reference.
7. If any check given in payment is dishonored for any reason, including but not limited to, insufficient funds, stop payment or the like, Bidder/Buyer agrees, whether such check is signed by Bidder/Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney's fees incurred, together with all court costs and associated expenses in the event suit is instituted.
8. Unless the sale of an article is advertised or announced to be otherwise, each lot is offered subject to the reserve price of the Seller/Owner. When an article is sold with reserve, the auctioneer may bid on the Seller/Owner's behalf in an amount not to exceed the reserve price.
9. Bidder/Buyer hereby irrevocably agrees and assents to the jurisdiction of the courts of Lee County and the State of Florida in any claim or complaint or lawsuit against D.E.F.S. or any of its employees or independent contractors. Bidder/Buyer hereby agrees that the laws of the State of Florida will govern and control in any lawsuits or court actions that Bidder/Buyer hereby agrees that the laws of the State of FL will govern and control in any lawsuits or court actions that Bidder/Buyer or anyone else may institute against D.E.F.S.
10. Bidder/Buyer shall pay all city and state sales, use and other taxes assessed, due to or resulting from the Bidder/Buyer's failure to qualify as exempt from such taxes. Bidder/Buyer also agrees to pay the Buyer's Premium and any other applicable fees.
11. Bidder/Buyer agrees that its purchase of a vehicle shall be based relying entirely upon Bidder/Buyer's own examination thereof. Bidder/Buyer acknowledges that all sales are final and **"AS IS WHERE IS"** without warranty of vehicle history, condition, title, options, specifications, fitness for a particular purpose, and or merchantability unless otherwise agreed to in writing on a separate document and signed by an officer of D.E.F.S. Bidder/Buyer accepts full responsibility and sole liability for the vehicle purchased as of the fall of the hammer and agrees to reimburse D.E.F.S. and/or the Seller/Owner for any expenses resulting from moving, storing and otherwise handling such vehicle and assumes full responsibility and sole liability with respect to such vehicle prior to release thereof to Bidder/Buyer and removal by Bidder/Buyer from the auction premises.

**5% BUYERS
PREMIUM**

SIGNATURE X _____

PRINTED NAME X _____