

BIDDER'S AGREEMENT



THE CLASSICS IN ATLANTIC CITY

February 10 - 12, 2017

SILVER Bidder Registration:

Includes 1 Bidder Badge, 1 Guest Pass and access to the Opening Night Gala, Friday Evening.

Pre-Registration - \$195 (Deadline January 30, 2017)

On-Site Registration - \$295

Additional Guest Pass \$ 50

Buyers Premium is 8%

OFFICE USE ONLY

Bidder# _____

Additional Guest Passes _____

Amount Paid _____

Check Cash CC

Date: _____

Dealer Name: _____ Dealer License#: _____

Name : _____

Address: _____

City: _____ State: _____ Zip: _____

Home/Work Phone: # _____ Cell Phone: # _____

Email: _____

Driver's License: _____ State: _____

BIDDER CREDENTIALS:

Limit Requested: _____

Dealer Payment Options:

- Company Check w/LOG
- Next Gear Floor Plan#: _____
- Credit Card (2% fee added)
- Wire (\$30 fee)
- Consignments
- Cashiers Check

Individual Payment Options:

- Personal Check w/LOG
- JJ Best
- Credit Card (2% fee added)
- Wire (\$30 fee)
- Consignments
- Cashiers Check

TITLE WORK FOR PURCHASED VEHICLES MADE OUT TO: _____

Make checks payable to:

G. Potter King, Inc., dba GPK AUCTIONS
208 White Horse Pike Suite 14
Barrington, NJ 08007

Toll Free: 1-800-227-3868
Phone: 1-856-573-6969
Fax: 1-856-546-8483
Email: michele@gpkauctions.com
Website: gpkauctions.com

METHOD OF PAYMENT FOR BIDDER REGISTRATION:

Payment Type: Check AMEX MC Visa Discover
Card Number: _____
Name of Cardholder: _____
Expiration Date: _____ Amount Enclosed: _____
Cardholder Signature: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED ON PAGE 2 WHICH ARE PART OF THIS CONTRACT.

AUTHORIZED SIGNATURE HERE.

FEE IS NON REFUNDABLE

SIGN ABOVE AND FAX TO 1-856-546-8483

LOWEST BUYER FEE ANYWHERE

BIDDER TERMS AND CONDITIONS

SHOW HOURS: Friday 9:00am to 7:00pm, Saturday 9:00am to 7:00pm, Sunday 9:00am to 5:00pm

BIDDER NUMBER IS REQUIRED TO BID ON AUCTION VEHICLES

Purchases will not be released until good negotiable U.S. funds have been received.

ALL CUSTOMERS:

All bidders at auction must register for buyer's number and be aware of all terms as a requirement for bidding.

All bidders must meet G. Potter King, Inc. d/b/a GPK Auctions credit requirements. GPK Auctions reserves the right to refuse to register or to accept a bid from any person, corporation, partnership, joint venture or other legal entity, which for any reason does not meet the sales requirements or is deemed by GPK Auctions as unacceptable.

ACCEPTED METHODS OF PAYMENT:

Letter of Guarantee: Must reference the specific account number for the check you plan to use for payment. Checks written from another bank or investment account will NOT be accepted. Routing number for Wire Transfer will be supplied at settlement. Please refer to the sample on our website. A copy will print with your contract.

JJ Best Banc & Co. Financing: Apply online at www.jjbest.com or call 1-800-USA-1965 (1-800-872-1965) for details.

Credit Card: An authorized HOLD will be placed on your card for the amount of your bidding limit when you pick up your credentials. When using a credit card, you will be charged a 2% processing fee on purchases only.

Cashier's Check: Must be made payable to G.Potter King, Inc. and a 10% deposit must be posted when you pick up your credentials. If vehicles are purchased, the deposit will be applied to the purchase at Settlement within one (1) hour of the sale. If no purchases are made, the deposit can be picked up in the Auction office when Bidder credentials are turned in.

NextGear:(DEALERS ONLY) Need copy of Floor Plan ID showing picture and Floor Plan # or Letter of Guarantee from NextGear.

PASSES:

Bidders shall receive admission for two (2) into the event as well access to the BIDDER/CONSIGNOR ONLY seating area at the auction block. Additional guest passes may be purchased. Preferred Bidder credentials must be shown for access to the Preferred seating area.

AUCTION DAY PAY POLICY:

Applies to ALL BUYERS - All sales are required to settle within one hour after vehicle is successfully bid upon.

At the fall of the auctioneer's hammer or otherwise declaring completion of the sale, ownership of lot passes to the bidder.

Thereupon the new owner assumes full responsibility of property and agrees to the terms of this sale and further agrees to sign a confirmation of the purchase at the time of sale. GPK Auctions is not part of any agreements of any kind between the buyer and seller. **All sales are AS IS & WHERE IS.**

PURCHASER'S AGREEMENT:

Buyer agrees to purchase said lot for purchase price of last bid plus buyer's premium. Upon making settlement; NO stop payment of funds will be honored; any stop payment order of check or giving a 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.

CONDITIONS OF SALE:

Unless sale of each item is advertised or announced otherwise, each lot is offered subject to a reserve price. All sales will be conducted according to the Uniform Commercial code.

If the foregoing conditions or any other applicable conditions herein are not complied with by purchaser and in addition to other remedies available to GPK Auctions and Consignor by law (including the right to hold purchaser liable for the bid price), GPK Auctions at its option may either do one of the following: cancel the sale and retain as liquid damages all payments made by purchaser, or resell the property at once following a public announcement at this Auction sale or any sale of its choice. In any such event the purchaser shall be liable for any deficiency of the resale plus all costs for such reselling including storage cost of both first and second sales, GPK Auctions commissions, and any other costs incurred.

RISK OF LOSS:

Any announcement made on the auction block takes precedent over printed matter regarding the authenticity and condition of the vehicle. All statements made by GPK Auctions and Auctioneers are based solely upon information provided by the seller. GPK Auctions does not guarantee and is not responsible for any representations made as to the authenticity and condition of the vehicle. You, as the buyer, understand that you are buying property entirely upon your own examination and opinion.

VEHICLE RELEASE:

All articles, items or vehicles shall be removed from the Convention Center by the purchaser at his/her expense following the sale. If not removed, GPK Auctions may remove property to nearby housing with all expense of moving and storage at the expense of the purchaser.

TITLE:

Buyers are responsible for examining and approving the title/registration of any and all vehicles they purchase at the time of settlement. Once title is approved and accepted by the buyer, they are then responsible for transferring ownership of the purchased vehicles within 30 days of the purchase.

DISCLAIMER:

G. Potter King, Inc. d/b/a GPK Auctions and Global Spectrum does not assume and expressly disclaim responsibility for any liability for injury to persons or loss or damage to property (including Autos) arising from the operation, service, maintenance, use, loading or unloading of participant's Automobiles and ancillary property brought into the show. Participants are expected to maintain insurance, which at a minimum meets or exceed the requirements of applicable Motor Vehicle Laws of New Jersey, and shall be completely responsible for insuring against loss or damage to their autos. Participants enter, exhibit and exit this event at their own risk. GPK Auctions is acting as an agent for both buyer and seller, auctioneer is fully licensed and authorized to conduct the auction, but is not an employee of GPK Auctions, Rather the auctioneers are independent contractors.