

2020

FEBRUARY 7th - 9th

2020

BIDDING AGREEMENT



PLATINUM: Standard Registration \$500
Additional Guest \$50

SILVER: Advance Registration \$150
Standard Registration \$250
Additional Guest \$50

Registration Includes: 1 Bidder Pass & 1 Guest Pass
Invitation for 2 to the Opening
Night Gala, Friday Evening

OFFICE USE ONLY

Bidder # _____

Add'l Guests _____

Amt Paid _____

Date Paid _____

BIDDER INFORMATION

DEALER ONLY

Dealer Name: _____

Dealer License #: _____

DEALERS: All title work and/or checks will be made out to the name on your Dealer's License

Name _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Cell Phone # _____

Email _____

Driver's License _____ State _____

INDIVIDUAL: All title work and/or checks will be made out to the name above

Requested Bidding Limit

\$ _____

Buyer's Premium

Vehicles - 8%
Memorabilia - 15%

Dealer Payment Options:

- Company Check w/LOG
Credit Card (add'l 2% fee)
Wire (\$30 fee)
Cashier's Checks
Consignments
NextGear / AFC

Floor Plan# _____

Individual Payment Options:

- Personal Check w/LOG
Credit Card (add'l 2% fee)
Wire (\$30 fee)
Cashier's Checks
Consignments
JJ Best Financing

PAYMENT: [] Check [] Amex [] M/C [] Visa [] Disc

Cardholder _____

Card Number _____

Exp. Date _____

Billing Address _____

GPk Auctions
208 White Horse Pike Suite 14
Barrington NJ 08007
Phone: 856-573-6969
Fax: 856-546-8483
Email: michele@gpkauctions.com

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

SIGNATURE: _____

Entry Fee is NON REFUNDABLE and DOES NOT apply to Premium on sale

EVENT DATES: Friday - February 7th, Saturday - February 8th, Sunday - February 9th, 2020
EVENT HOURS: Friday 9:00am to 7:00pm, Saturday 9:00am to 7:00pm, Sunday 9:00am to 5:00pm

BIDDER TERMS AND CONDITIONS

ALL CUSTOMERS:

All bidders must register and provide photo ID prior to bidding with G. Potter King, Inc d/b/a/ GPK Auctions, herein referred to as GPK. Bidders must be aware of all terms and use the number assigned to bid through out the auction. All purchases will be assigned according to the information on this agreement. All bidders must meet GPK credit requirements. GPK reserves the right to refuse to register or accept a bid from any person(s) that does not meet the requirements or is deemed by GPK as unacceptable.

FEES & PAYMENTS:

Entry fees not refundable for any reason and are not applicable towards any buyers premium. Buyer's Premium is 8% on vehicles and 15% on memorabilia. Payment methods for purchases are: Business/Personal check with LOG; Financing (JJ Best, NextGear, AFC), Cashier's Check; Credit Card (Visa, MasterCard, Discover, American Express). Additional fees may apply. Payment details are available at gpkauctions.com. All purchases made by sellers will be deducted from the sellers proceeds unless prior arrangements have been made with GPK.

PASSES:

The Bidder Package includes: one (1) numbered badge to place bids and one (1) guest badge. These badges will allow you and your guest to enter the event each day. You will also have access to the private Bidder's Cafe, the Bidder Seating area with complimentary snacks and private bar, as well as the Opening Night Celebration Party. Bidders take all responsibility for any action or bid placed by any person wearing their numbered/guest badge.

Lost, stolen, or misplaced badges: A new badge bearing a new number may be issued for an additional registration fee. Bidder retains all liability and responsibility for bids placed under the original number until the new number is issued.

AUCTION DAY POLICY:

ALL BIDS ARE FINAL. There is no "Cooling Off Period". Buyer agrees to accept ownership of vehicle/memorabilia at the fall of the gavel and willingly accepts all responsibility and liability of said purchase without exception. Buyer agrees to pay the final bid price plus applicable Buyer's Premium. Buyer agrees to settle within one hour of the purchase. If a Buyer purchases multiple vehicles, settlements can be combined and one payment for all purchases can be made if prior arrangements are made with GPK. Upon making settlement; NO Stop Payments 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. Transactions may be subject to state sales tax. GPK is not part of any agreements of any kind between the buyer and seller.

All sales are "AS IS & WHERE IS", with all faults and defects.

VEHICLE REMOVAL POLICY:

GPK is not responsible for lost, stolen, or damaged property. Purchased vehicles may be removed from the event floor at the end of each day, NO vehicles can be removed while the auction is taking place. All vehicles MUST be removed by 12 noon on Monday after the event. Any remaining vehicles will be moved to the Convention Center garage and stored at the owners expense.

CONDITIONS OF SALE:

All lots are offered with a Reserve Price unless state otherwise. The highest bidder is to be the buyer. Should any dispute arise during or after the sale, the auctioneer will use their judgement as to the good faith of all claims but the auctioneer's records and decision shall be final and conclusive in all respects. All sales will be conducted according to the Uniform Commercial Code. If the buyer fails to comply with any of the Terms & Conditions, GPK may, in addition to asserting all remedies available by law including the right to hold said defaulting buyer liable for the purchase price (i) cancel the sale, retaining as liquidated damages any payment made by the buyer, (ii) resell the property without reserve at public auction or privately on seven day notice to the buyer or (iii) take such action that we deem necessary or appropriate. If GPK 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 storage, the expense of all sales, attorney's fees, commission, incidental damage and all charges due here under. Any buyer who fails to comply with these Terms & Conditions will be deemed to have granted GPK a security interest in, GPK may retain as collateral security for said buyers obligation, any property in GPK possession owned by said buyer. GPK shall have benefit of all rights of a secured party under the NJ Uniform Commercial Code. This agreement shall be governed by and interpreted under the laws of the state of NJ. By agreeing to the Terms & Conditions, both parties understand that any action taken to enforce the term of this agreement shall be brought in the Circuit Court of Atlantic City, NJ. Any litigation brought forward by the buyer will be solely against the seller. GPK is merely performing an auction service, and does not own the property. Upon litigation, buyer will not be entitled to recover fees earned by GPK duly performing a service.

RISK OF LOSS:

Any announcements made on the auction block takes precedent over printed matter regarding the authenticity and condition of the vehicle. All statements made by GPK and Auctioneers are based solely upon information provided by the seller, which is deemed reliable, but not guaranteed. Any guarantees written or implied as to the authenticity, originality, or condition of any vehicle is not the guarantee of GPK. Furthermore, GPK does not guarantee mileage, numbers matching, or any documents related to the vehicle. **All vehicles are "AS IS & WHERE IS", with all faults and defects.** Buyers agree that they are willingly buying lots at their own discretion based entirely upon their own inspection, examination, and opinion.

TITLE (REGISTRATION FOR NON-TITLE STATES):

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

LIABILITY / PROPERTY INSURANCE / PERSONAL INJURY / OTHER DAMAGE:

Management assumes no responsibility whatsoever for any property in the Convention Center. The applicant agrees to indemnify and hold Management harmless and hereby expressly releases and discharges Management from any and all liability for any loss, injury, suits or damage to person or property that may be sustained by reason of the occupancy of the Convention Center under this agreement. The applicant agrees to maintain his/her own casualty insurance covering any property used or to be located at the Convention Center. The applicant further agrees to purchase and maintain general public liability insurance covering any liability which may arise out of his/her occupancy of space in the Convention Center. Upon request, the applicant will exhibit proof of this insurance to Management. Failure of Management to inspect applicant's insurance policy shall in no way be deemed a waiver of this requirement.

DISCLAIMER:

G. Potter King, Inc d/b/a GPK Auctions and Global Spectrum does not assume and expressly disclaims responsibility for any liability for injury to persons or loss or damage to property (including vehicles) arising from the operation, service, maintenance, use, loading and unloading of applicants vehicles and ancillary property brought into the event. Applicants are expected to maintain insurance, which at a minimum meets or exceeds the requirements of the state of New Jersey, and shall be completely responsible for insuring against loss or damage to property (including vehicles). Applicants enter, exhibit and exit this event at his/her own risk. Please be advised that the auction you are attending may be taped and/or photographed. Your presence constitutes your consent to GPK to use your image and voice in any and all media now and in the future.