

**Motorsport Auction Group LLC** 

Unit 15 155 Glendale Ave. Sparks, Nevada, 89431 Phone: 1-888-330-0749

# **Bidder Packet Information**

## **Becoming a Bidder**

- Make sure your bidder agreement/terms and condition form is filled out correctly, signed and dated.
- All fees are non-transferable and non-refundable.
- We will need a copy of your current driver license, State ID card or passport.
- Proof of insurance, Policy number and Expiration date, Must include insurer's name.
- A \$5000.00 deposit will be required in the form of cash, credit card, or a cashier's check made payable to Motorsport Auction Group LLC.
- All purchases will be paid in full no later than 1:00 pm on the first banking day following the auction.
- Bank letter of Guarantee must be on bank letterhead with contact info and must be assigned to Motorsport Auction Group LLC. and dated for the auction event

# **Dealer Registration Information**

- Dealers must provide us with a copy of their current dealer license and proof of insurance.
- Copy of current state resale / tax ID certificate.
- Dealer authorization form is required for any representative to bid, that's not listed on dealer's license. Must be on company letterhead with contact info.

Bidder's fee is 12% on all vehicles purchased in person, 12% online and 12% phone bidder. Bidder's fee on Memorabilia is 15% on each item purchased. All articles are subject to state sales tax where applicable.

# **Privacy Policy Notice**

Please read and understand our Privacy Policy.

It is our sole commitment to keep all of our customer's information private.

Motorsport Auction Group LLC will not share your personal information with any third party.

Motorsport Auction Group LLC will only share contact information between buyer and seller of any vehicle or article sold through Motorsport Auction Group LLC. To see our complete privacy policy go to our website. *www.motorsportauctiongroup.com/privacy-policy* 



# **BIDDER CONTRACT**

# TERMS OF SALE-

- 1. Terms are Cash, Certified Check, or Bank Draft. Personal/Business Checks will only be accepted when accompanied by an Irrevocable Bank Letter of Guaranteed Funds duly authorized by an officer of the Financial Institution, in the favor of Motorsport Auction Group LLC stating bidding limit, and dated for the applicable auction event.
- 2. Bidders must purchase a Bidders Number which can only be used by the registered purchaser. Registered Bidders are responsible for all purchases made on the Bidders Number: do not lend or lose it!
- 3. Upon Bidder registration, Motorsport Auction LLC (MAG) retains the right to require a \$2,500.00 deposit by Credit Card via Proxibid, and upon each successful win, a Hammer drop of \$2,500.00 per vehicle will be issued. Bidder must have proof of funds to pay for deposit credit card or total purchases (bank letter of guaranteed funds) if requested by management or staff.
- 4. All articles are sold "AS IS" without guarantees by Motorsport Auction Group LLC. In no event shall the Bidder (purchaser) have any rights or claims against Motorsport Auction Group LLC as to the year, condition, authenticity, or correctness of the vehicle or article purchased.
- 5. All statements made by Auctioneers, Announcers, Employees and printed advertisements are believed to be correct. However, they are not to be solely relied upon. Bidders are to examine all articles before bidding and bid upon his or her own opinion, examination, and risk. Motorsport Auction Group LLC reserves the right to refuse and/or revoke a Bidders Number at its discretion.
- 6. Motorsport Auction Group LLC will not be responsible for any errors, omissions, representations, or miscommunication between registered bidders and MAG company representatives during bidding. MAG cannot guarantee visual, audio, or electronic services will not be interrupted or become completely unusable, thereby making it impossible for bidders to communicate. This includes, but is not limited to: Telephone, Internet, or Live Screen.
- 7. (a) MAG Auctions auction will be held harmless for any description any item that is misrepresented or is incorrect. MAG Auctions has not inspected or verified the vehicle for authenticity buyer is responsible in advance to inspect and determine that the vehicle meets their expectation and is satisfied with their purchase all vehicles and items are sold as is where is with no implied warranty.
- 8. Should any dispute in a bid arise, the Auctioneer will use his/her judgment and the decision will be final.
- 9. All articles offered for sale at the auction event are subject to a Reserve price set by the Consignor unless otherwise stated. Motorsport Auction Group LLC and its employees retain the right to bid on behalf of a Consignor as their agent.
- 10. Ownership of an item passes to the Bidder when the Auctioneer says "SOLD". At that time, the new owner assumes full responsibility of that article. This includes, but is not limited to: insurance, damage, fire, theft, whether self-inflicted or by a third party, or any other damage that could occur in any way or manner howsoever.
- 11. Successful bidders, it is the responsibility of the purchaser to secure proper transportation for any purchased vehicles. MAG Auctions can suggest appropriate transport companies but it is ultimately the purchaser's responsibility to remove vehicles between the close of the sale the close of business the Wednesday following the auction or prior arrangement.
- 12. Delayed Payment Agreement with Deposit: "I agree to pay with Cash, Certified Check, Bank Draft or Wire Transfer the amount owing on any article(s) I have purchased and understand that it is due in FULL by 1:00PM on the first banking day following the auction sale. I understand that failure to pay for all of my purchases by this time will entitle Motorsport Auction Group LLC and the Consignor to hold me fully liable, which will also include all legal fees and/or court costs involved to recover such funds owing."
- 13. A purchaser's failure to comply with all of the conditions of sale entitles Motorsport Auction Group LLC and the Consignor to use all available remedies or courses of legal action to hold the purchaser liable, which include but are not limited to the following:

   A. Cancel the sale and retain as liquid damages all payments made by the purchaser.
  - B. Re-sell the property to a new purchaser either by private sale or public auction. In any such event, the purchaser shall be liable f or any or all of the deficiency not obtained in the re-sell plus any and all incurred legal fees or court costs.
- 14. Note: Collector vehicles may not be reasonably safe, free of defects, or fit for ordinary driving. This includes but is not limited to tires, brakes, steering, motor mounts; front and rear end components. "As a buyer of a vehicle at this auction, I explicitly waive all rights to any implied warranty as set forth by law. I will inspect each vehicle for myself and I am aware it may be required to complete a Safety Inspection before being registered and driven depending on the Laws and Requirements of the State in which I reside."
- 15. MAG Auctions has not visually verified the Vin number. MAG Auctions has verified the VIN with a picture and the title will be giving to us to match up and verify.
- 16. Consignment auctions and consignees are not required to obtain the emissions inspections or tests required by **Nevada Residences** NRS 445B.770. Any emissions inspections or tests required must be obtained by you, the buyer, before the motor vehicle can be registered. The buyer must understand that once the auction is complete, and if the buyer resides in an area that requires inspection and/or testing of motor vehicles, that the buyer is responsible for any emissions inspections and/or tests required by law.

### (NRS.445B.805)

- 17. \*\*\*Buyer's Premium\*\*\*
  - A. Buyers premium of: <u>12%</u> will be charged on the sold price of all Vehicles.
  - B. Buyers premium of: 15% will be charged on the sold price of all articles indicated as Memorabilia.
  - C. Buyers will pay an extra 3% for payment with credit card.

#### 18. All articles purchased are subject to Nevada State Sales Tax if applicable.

Name:		_ Date of Birth:				
Address:			Driver's License:			
City/Town:		State:	Postal/Zip Code:			
Telephone:	Telephone 2:	Email:				

#### I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS, COMMISSIONS, AND FEES.

BIDDER, BUYER	DA	ATE	MAG MANAGEMENT		
Auction Date May 16th - 18th, 2024	Entry Fee	Form of Funds	Credit Limit		



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www.motorsportauctiongroup.com office@magauctiongroup.com Fax: 775-420-4686



# **PAYMENT AUTHORIZATION**

I,							her	eby authori	<u>e</u>
Motorsport Auction Group LLC to charge					to my credit card.				
		[	□VISA	□ Maste	rCard				
Name	appearing on	card							
					]		MM	/ YY	
Card Number						Expirati	on Date		
									_
Signature of Card Holder					Date				

Please include with your supporting documents.

# **Example Bank Letter**

## (Bank Letterhead)

## (Date)

Motorsport Auction Group LLC 155 Glendale Ave. Sparks, Nevada, 89431

## RE: (Bidder's Name)

Dear Motorsport Auction Group LLC,

This letter will serve as your notification that **(Name of Bank)** will guarantee payment of any check(s) written by **(Bidder's Name)**, up to the amount of **\$(amount)** drawn on account **#(Account Number)**.

This guarantee of check(s) will apply only to Motorsport Auction Group LLC purchases made on **(Date of Sale)**. No stop payment will be issued.

Sincerely,

(Bank Officer Signature) (Telephone Number)

(Bidder's Signature)

\*\* Please note that substantive deviation from this format will \*\* \*\* most likely render the letter unusable for the purpose intended. \*\*