



1725 W Williams Dr, Suite 27
Phoenix, AZ, 85027
Phone: 1-888-330-0749

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

Dear Customer,

It is our pleasure to have you attend our Collector Car Auction in **Fort McDowell, AZ** on **January 28th-30th, 2022.**

Enclosed is your personal Bidder packet. Please take a moment to make sure everything is correct, if not please make any necessary changes.

Incomplete forms will only delay your entry.

Please sign everything and return to:

MAG Auctions

155 Glendale Ave.

Sparks, Nevada, 89431

Sincerely,

The Team @

MAG Auctions



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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 MAG Auctions.
- 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 MAG Auctions. 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 8% 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.

MAG Auctions will not share your personal information with any third party.

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

SIGNATURE

PRINT NAME

DATE



BIDDER CONTRACT

BID #: _____

TERMS OF SALE

1. I agree to the buyer's premium of 8% (minimum \$500) on all vehicle purchases and 15% on memorabilia. I will afford every opportunity to view all lots prior to sale. Purchaser agrees to accept ownership of merchandise/property at the fall of the gavel and he/she willingly assumes
2. all responsibility and liability for said merchandise/property at the time and without exception
3. Purchaser's Agreement: Purchaser agrees to purchase Said Lot for purchase price of last bid plus applicable buyer's premium for this auction; that upon making settlement that NO stop payment of funds will be honored; and 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. All transactions are subject to the Laws or Arizona.
4. All bids are to be per lot unless otherwise mentioned by the Auctioneer.
5. The highest bidder is to be the buyer. In all cases of disputed bids, the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims and his decision is final. 6. Bidders are required to register and give full identification prior to bidding and are required to use the number issued to them identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on the bidder registration documents.
6. All items are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, Internet bidders, or telephone bidders. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Further the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer. When the reserve has been lifted, the auctioneer will duly announce it.
7. The purchaser will afford every opportunity to view all lots prior to sale. However the purchaser must understand that he/she is buying property entirely upon his own or his agent's personal examination, inspection and opinion. All lots are sold "AS IS/WHERE IS", with all faults and defects. Any guarantees written or implied as to the authenticity, originality, or condition of any lot are not the guarantee of Benji Silver LLC dba MAG Auctions ("MAG"), and should be determined by the purchaser's own inspection and discretion. The vehicle and information presented at the time of auction is final and supersedes any previous representations. The information provided is deemed reliable, but is not guaranteed.
8. Should any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.
9. MAG is not responsible for lost, stolen or damaged properties. Lots must be removed from the auction site by the next Wednesday after the auction's end. If not claimed, MAG has the right to remedy, move and store at owner's expense.
10. MAG is not liable for any third party liabilities. MAG is not responsible for any and all liabilities.
11. MAG will provide a service for lots that do not reach agreeable sale price, so as to endeavor to secure a property buyer for the seller/consignor. This service is conducted by MAG to accept offers on such lots. Any and all lots sold in this manner will be sold by the same terms as lots sold on the auction block.
12. MAG is entitled to any and all fees or commissions on any lot sold, due to or presented at an auction event up to 21 days after said event.
13. MAG shall be entitled to any attorney's fees incurred in the enforcement of this rules contract or the enforcement of Sell/Buy Agreement.
14. Payment methods for vehicle purchase(s) include approved personal or business check, cashier's check, cash, wire transfer and finance/floor plan. NO CREDIT CARDS will be accepted for the payment of a vehicle. All purchases made by sellers will be deducted from the seller proceeds unless arrangements have been made with MAG staff.
15. MAG does not guarantee miles or mileage on these vehicles or any documents related to these vehicles.
16. Upon being awarded high bid, purchaser is responsible to pay end hammer price plus auction fee and applicable taxes. Non-payment will deem purchaser liable for any losses incurred in the resale of said lot(s) to include, but not limited to freight, storage, difference in received value or auction fees.
17. Purchaser authorizes, without further notice, MAG to recover any deficiencies due to seller and/or MAG and to charge purchaser's credit card for said amount(s).
18. If the buyer fails to comply with any of the Terms & Conditions, MAG may, in addition to asserting all remedies available by law including the right to hold such 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 MAG 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, responsible attorney's fees, commission, incidental damage and all charges due hereunder. In the event that such buyer pays a portion of the purchase price for any of all lots purchased, MAG shall apply the payment received to such lot or lots that MAG, in our sole discretion, deems appropriate. Any buyer who fails to comply with these Terms & Conditions will be deemed to have granted MAG a security interest in, and MAG may retain as collateral security for such buyer's obligation to MAG any property in MAG possession owned by such a buyer. MAG shall have benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held. This agreement shall be governed by and interpreted under the laws of the state of Arizona. By agreeing to the Terms & Conditions, both parties understand that any action that must be taken to enforce the terms of this agreement shall be brought in the Superior Court of Maricopa County, Arizona
19. Any litigation brought forward by bidder/purchaser will be against seller. MAG is merely performing an auction service, and does not own the property. Upon litigation, bidder/purchaser will not be entitled to recovery fees earned by MAG duly performing its service.
20. Lots identified as having "matching numbers" may have additional seller requirements. For more information contact MAG Auctions at 775-997-8885 or office@magauctiongroup.com.
21. Please be advised that the auction you are attending may be televised live or on a tape delayed basis. There may also be photographers or other forms of media present. Your presence in the general location constitutes your consent to MAG and its licensees to use your image, voice and likeness throughout the universe, in any and all media, in perpetuity as well as to live transmissions. This also applies to any guests or family members that are with you.
22. ALL BIDS ARE FINAL AT AUCTION. There is no "Cooling Off Period". If you are awarded the final bid, ownership changes hands at the drop of the hammer. You own the merchandise and are responsible for payment in full.
23. Buyers are subject to premiums added automatically to the final hammer price as well as any applicable taxes.
24. Transactions may be subject to Arizona or other state sales tax based on Buyer's residence.
25. Titles on purchased lot will be processed and mailed within 21 business days after auction contingent upon confirmed payment. In the event of an auction announced title delay, it may take up to 90 days.
26. Payment is required by end of day of the purchase, unless other terms are pre-arranged with MAG. If making multiple purchases please consult with the auction bidder registration staff on how to make a single payment versus multiple payments. 28. Lost, stolen or misplaced badges: A new bidder badge may be issued for an addition registration fee at the discretion of MAG Bidder retains all liability and responsibility for bids placed under original and new bidder badge and for all action of anyone wearing a guest badge bearing their name.
27. Bidder registration fees are non-refundable.
28. Under no circumstances is any vehicle to be sold on the auction property without authorization from the auction. The parking lot is not a sale lot. Failure to comply may result in revoked buying and selling privileges and removal from grounds.

Name: _____ Date of Birth: _____

Address: _____ Driver's Licence: _____

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		DATE	MAG MANAGEMENT	
Auction Date	Entry Fee	Form of Funds	Credit Limit	
January 28th-30th, 2022				



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PAYMENT AUTHORIZATION

I, _____ hereby authorize

MAG Auctions to charge _____ to my credit card.

VISA MasterCard

Name appearing on card

--	--	--	--

Card Number

MM / YY

--	--

Expiration Date

Signature of Card Holder

Date

Please include with your supporting documents.

Example Bank Letter

(Bank Letterhead)

(Date)

MAG Auctions
1725 W Williams Dr, Suite 27
Phoenix, AZ, 85027

RE: **(Bidder's Name)**

Dear MAG Auctions,

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 MAG Auctions 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. ****