



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

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

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



AUCTION LISTING AND SELLING CONTRACT AGREEMENT

LOT #: _____

Date: January 28th-30th, 2022 Location: We-Ko-Pa Casino Resort in Fort McDowell, AZ

Entry Fee: _____ Cash Check Wire Credit Card Other

CONSIGNOR

Name: _____ Email: _____

Address: _____ Telephone: _____

City/Town: _____ Telephone 2: _____

State: _____ ZIP Code: _____ **Licensed Dealers Only:**

Driver's License #: _____ License Number: _____

Date of Birth: _____ Resale Number: _____

VEHICLE

IMPORTANT: PLEASE ENSURE VIN / ID NUMBER ON TITLE MATCHES VIN / ID NUMBERS ON VEHICLE TO BE CONSIGNED.

Year of Mfg.: _____ VIN: _____ VIN Location: _____

Make: _____ Color: _____ Interior Color: _____

Model: _____ Engine Size: _____ Trans.: _____

Body/Style: _____ Odometer: _____

Car to be sold: With Safety Check (certificate must accompany this form on or before sale day) Without Safety Check

Amount of liens or encumbrances (if none, so state): _____

Lien Held By: _____ Address: _____

REGISTRATION: Current Yes No If No, last year of registration: _____ State/Prov: _____

<input type="checkbox"/> NO RESERVE	I agree to sell the above vehicle with NO RESERVE to the highest bidder.	COMMISSION:
<input type="checkbox"/> RESERVE	The above vehicle will be accepted with a reserve price, provided the price set by the Consignor is deemed realistic by <i>MAG Auctions</i> . The reserve price may NOT be raised after acceptance by <i>MAG Auctions</i> . The reserve price may be lowered prior to or during the time of sale at the discretion of the owner with written authorization. Reserve Price: \$ _____	MINIMUM:

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

OWNER, CONSIGNOR & SELLER

DATE

AUCTION MANAGEMENT

** MAG AUCTIONS OFFICE USE ONLY **

AMENDMENT: I agree to lower my reserve price to:
\$ _____

I, the agent, acknowledge and agree that I will lower my commission to _____% on sold price or the total sum of \$ _____.

Consignor: _____

Agent: _____ (office use only)

*** THIS CONTRACT IS NOT BINDING WITHOUT ACCEPTANCE BY AUCTION MANAGEMENT ***

TERMS & CONDITIONS

Read carefully, this is a legal document.

This document confirms arrangements made for the sale of property to be consigned to *Benji Silver Arizona LLC dba MAG Auctions*. We ("MAG") will act as your agent for you ("The Consignor"). All consignments are subject to the [Auction Listing and Selling Contract Agreement](#) and the Terms & Conditions set forth below.

CONDITIONS:

1. Every consignor with MAG will automatically be issued a bidder badge with a bid limit equal to estimated total value of all no reserve consignments or a limit provided by a bank letter. Therefore all bidder rules apply to sellers as well.
2. Unpaid entries can be cancelled at the discretion of MAG.
3. Sale position is based on a first come, first serve basis. Requests for position will be taken into consideration. MAG does however have the right to change sale position and make adjustments as we see fit.
4. Vehicles may be changed up to the close of business on the Friday, before the sale. Once your vehicle has been checked in & placed in its auction spot it will not be moved to any other spot or location.
5. If a vehicle is consigned to MAG and does not arrive to the sale as promised and/or is not replaced with a vehicle in the same year/reserve criteria prior to the Friday before the sale MAG will require payment of 10% of the reserve stated on the consignor contract. If no reserve, 10% of fair market value.
6. Seller agrees that MAG shall have no liability for loss, theft or damage of any type to the Vehicle/Boat/etc., its contents, or components at any time and that MAG is not a Bailee of such vehicle. Seller further agrees to indemnify and hold MAG, its agents, owners, directors, stock holders, representatives and employees harmless from and against any claims for personal injury and property loss or damage arising out of this transaction. Seller hereby represents that the vehicle is currently insured and that seller shall maintain its own insurance on the vehicle throughout the duration of this agreement, and until the closing of the sale of the vehicle to a buyer under the purchase invoice and bill of sale. MAG provides no insurance and is not an insurer of any vehicle or other article offered for sale.
7. MAG will designate vehicles that do not reach their desired selling figure and provide an avenue for buyers to have the opportunity to continue to bid on these vehicles once they have left the block.
8. MAG pays the seller when payment is received and confirmed from the buyer. Seller checks are mailed within 21 business days after the auction.
9. MAG will not release a vehicle until full payment by the buyer has been made.
10. Should either buyer or seller default on any part of the transaction, MAG shall remain entitled to any and all fees and commissions by the defaulting party.
11. MAG will be entitled to attorney's fees incurred in the enforcement of this contract.
12. This document shall be governed by and interpreted under the laws of the State of Arizona.
13. Serial Number/VIN/ID numbers on entered vehicle(s) must match Serial Number/VIN/ID numbers on the title. CARS WITHOUT A VIN OR WITH AN INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE.
14. Please check your serial number prior to coming to the sale, especially on Model A's and Street Rods, to avoid complications. Our staff can assist you on titles with typographical errors. Homemade VIN's (those not stamped or issued by the manufacturer) may be subject to additional requirements. Discrepancies with VIN NUMBERS/TAGS/IDS/SERIAL NUMBERS could keep your vehicle out of our sale.
15. Vehicles identified as having "matching numbers" may be subject to additional requirements.
16. Sale date/position/run numbers are the property of MAG and cannot be sold/traded/reassigned to another seller or vehicle.
17. The auctioneer has the right to place a bid for a 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 amount.
18. Vehicles/items must be removed from the auction site between the close of the sale and the close of business the Wednesday following the sale. They are the responsibility of the owner and if not removed, may be removed and stored at the owner's expense.
19. Fraud or misrepresentation by the seller can supersede "as is" in a court of law. A seller may remain liable for issues with a vehicle because of misrepresentation and/or fraud. Be sure that you can confirm or back up any and all claims about your vehicle(s).
20. MAG reserves the right to not publish any information the seller provides about the vehicle if MAG finds it to be untrue upon inspection of said vehicle. All descriptions must be submitted to the auction prior to the week of the sale.
21. Original titles are due prior to the vehicle crossing the block. All original titles will be stored in a locked fire proof safe.
22. Titles must be negotiable. Dealers must have space on the title to re-assign or provide a proper reassignment form.
23. Individuals must have the vehicle titled in their name. An open title is not acceptable.
24. Payment is made to the name on the title or to the consigning dealership.
25. Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.
26. Entry fees will not be refunded on cars rejected on the day of check in or sale day.
27. Arrangements must be made to get vehicles to the auction during the check in dates & times. Vehicles may be delivered auction week on the pre-published check in days. Visit www.motorsportauctiongroup.com for more information.
28. Any vehicle documentation should be turned into the auction office. The documentation will be stored in a fireproof safe. The documentation will be returned to the seller if the vehicle does not sell or will be delivered to the buyer. Do not leave any documentation in the vehicle.
29. Sellers should be present during the sale of their vehicle. Sellers should make their presence known to the auctioneer/ring man and be available while your vehicle is on the block.
30. 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.

*** PLEASE INCLUDE PHOTOS FOR PRESALE ADVERTISING WHENEVER POSSIBLE ***

PHOTOGRAPHY GUIDE

The images you provide will be used on our website and to advertise & promote your vehicle to collector car enthusiasts around the world. The better quality the photo, the more attractive it will be to potential buyers, thereby making it easier to market and obtain top value for your consignment.

HOW TO TAKE THE BEST PHOTOS TO MAXIMIZE YOUR EXPOSURE:

- Use your Smartphone or Camera and find a clear outdoor location to take your photos. Use a blank canvas for shooting quality photos of your car, free from people, other cars, and signs.
- Be sure to take all of your photos in widescreen (landscape). Hold your phone or camera horizontally and back up until the entire vehicle fits within the screen. Detailed photos are also encouraged.
- For those using a smartphone, don't use digital zoom (pinch-to-zoom) and be sure to use natural lighting (no flash).



Note: Scanned photos will not be accepted.

These are just a few tips in helping you achieve that perfect photo and to help gain the most exposure.

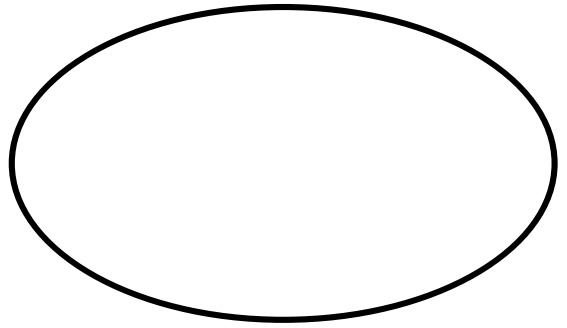


SUBMITTING YOUR PHOTOS:

- Submit up to 25 quality photos. Your main photo could possibly be used for print publications.
- The easiest way to submit your photos is on our website during the consignment process.
- Or you may submit your photos via e-mail by sending them to PHOTOS@MAGAUCTIONGROUP.COM, please include the Lot # and the consignors name in the subject line.



OWNER /
CONSIGNOR
VEHICLE
DESCRIPTION



YEAR: _____

MAKE: _____

MODEL: _____

ODOMETER: _____ Actual Unknown

BUYERS: All vehicles are sold AS-IS. It is your responsibility to inspect all components.
This includes body, paint, interior, tires, engine compartment, trunk area, dash, etc.



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SELLERS VEHICLE CONDITION REPORT

VEHICLE INFORMATION

Year: _____ Make: _____ Model: _____

Rate Your Vehicle:	Poor	Fair	Good	Excellent
Engine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transmission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chassis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIN Location: _____

Any known defects: _____

Please include a photo of the VIN.

SIGNATURE

PRINT NAME

DATE



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CONSIGNMENT CHECKLIST

Please ensure you complete the following, and provide all the materials requested to the office.
All titles must be in at the office 7 days prior to the auction.

- Title
- Picture of VIN
- Contract
- Seller Condition Report
- Window Sheet
- Power of Attorney - Notarized
- Driver's License
- Dealer License (if applicable)
- Resale Permit (if applicable)

SIGNATURE

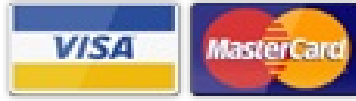
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PAYMENT AUTHORIZATION

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.

Vehicle Identification Number		Year	Make	Body Style
Sale Date	Sale Payment Amount \$			
Buyer Name (first, middle, last, suffix)		Driver License Number		Date of Birth
Mailing Address		City	State	Zip

I do hereby sell and transfer ownership of the vehicle above to the Buyer in consideration of Sale Payment Amount.

Seller Name (first, middle, last, suffix)		Driver License Number		Date of Birth
Mailing Address		City	State	Zip
Signature				

Acknowledged before me this date.		Notary or MVD Agent Signature	
Date	County	State	Commission Expires



Motor Vehicle Division

48-1001 R12/13 azdot.gov

POWER OF ATTORNEY

Vehicle Identification Number	Year	Make	Body Style
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Attorney-In-Fact (individual or organization you wish to act for you in this matter)			
MAG Auctions			
Mailing Address	City	State	Zip
1725 W Williams Dr, Suite 27	Phoenix	AZ	85027

I appoint the Attorney-In-Fact above, to sign all papers and documents required to secure the title, and further grant the authority to endorse and transfer title thereto, for the vehicle described above.

Buyer/Seller/Owner Name	Driver License Number	Date of Birth	
Mailing Address	City	State	Zip
Signature			

Acknowledged before me this date.	Notary or MVD Agent Signature		
Date	County	State	Commission Expires