

## **BIDDER/BUYER AGREEMENT**

1. All vehicles and articles are sold "AS IS, WHERE AS" and with no warranties or guarantees or any type either express or implied made by Chevrolet Hall of Fame Museum of Decatur (hereinafter referred to as "Museum"). Any warranties made by the Seller/Owner must be in writing on an instrument separate from the Purchase Invoice and Bill of Sale and signed by Buyer/Bidder and Seller/Owner. Under no circumstances and notwithstanding any such written warranty, Museum, and the auctioneers, and by the owners, employees, agents, or associates of the Museum or the auctioneer shall have NO RESPONSIBILITY or liability for any such warranties, guarantees, or the genuineness of such warranties or guarantees or any other representation made by the Seller/Owner or any party on behalf of the Seller/Owner.

2. All statements printed in the Museum catalogs, ads, brochures, signs, and vehicle cards as well as verbal statements or representations made by the owners, employees, agents, or associates of the Museum or auctioneer, including but not limited to announcements made on the date of sale, are and shall be deemed to be based on statements or representations of the Seller, and have NOT and WILL NOT be independently verified by the Museum or the auctioneer. The Museum and the auctioneer assume no responsibility or liability for representations made by any Seller/Owner and shall have no obligation to verify or authenticate such statements, representations, or claims. Any announcements made at the day of the sale shall supersede any printed or oral information in the catalogs, ads, brochures, signs, and vehicle cards. Buyer/Bidder acknowledges by signing this Agreement that Buyer/Bidder will not hold Museum or auctioneer or owners, employees, agents, or associates of the Museum or auctioneer responsible for any representation, claim, warranty, guaranty, or statement made by any party, before, during, or after the sale about the vehicle or article being sold.

Payment of funds due to Buyer/Bidder from any other transaction may, at the Museum's discretion, be withheld from Buyer/Bidder and applied to any purchases made by Buyer/Bidder. All payments must be made with "good funds." Good funds are defined as payment by cash, cashier's check, traveler's check, or approved credit card, or any personal or company check backed by an irrevocable bank letter of credit or guaranty stating the amount that will be honored by the bank. Payment by credit card shall be subject to a 2% handling fee that shall be added to purchase price due and owing. Drafts are not acceptable and will not be accepted. Museum reserves the right to reject any form of payment offered. No vehicle or article can be removed from the premises before making settlement. Title for any vehicle or article may be withheld until Buyer/Bidder's funds clear Museum's bank account. All cash payments required by law to report will be reported as required by statute or regulation. All Buyer/Bidders shall be required to provide proof of ability to pay for any purchase, and execution of this Bidder/Buyer Agreement shall constitute written permission for Museum to obtain a credit report on Buyer/Bidder.

3. Unless otherwise agreed in writing by Museum, all vehicles or articles purchased must be removed from the sale area and premises by Buyer/Bidder at the Buyer/Bidder's expense immediately following the sale. If such vehicle or article is not removed within twenty-four (24) hours of completion of the sale. If not so removed within twenty-four (24) hours after completion of the sale, Museum may and is hereby authorized to remove any such vehicle or article with all costs of moving and storage to be paid by Buyer/Bidder. Upon acceptance of Buyer/Bidder's final bid by the auctioneer or selling agent, Buyer/Bidder shall be deemed the owner of the vehicle or article, and Buyer/Bidder acknowledges and agrees that Museum has and shall have no liability for loss or damage to the vehicle or article left on the premises. Buyer/Bidder shall bear any loss or damage to vehicle or article upon acceptance of such final bid. Museum shall not have any liability to Buyer/Bidder, nor to any insurer of Buyer/Bidder, for or in respect to any such damage or destruction, Buyer/Bidder having waived any right of subrogation against Museum.

3. Any term of this Agreement or any other document or agreement executed by Buyer/Bidder in relation to this sale are not complied with, or Buyer/Bidder is otherwise deemed to be default of any agreement with Museum, addition to all other remedies available to Museum, and/or the Seller/Owner (including but not limited to the right to hold the Buyer/Bidder liable for the purchase/bid price), Museum and/or Seller/Owner, at the option of the Museum or Seller/Owner, may take the following action: (1) cancel the sale and retain as liquidated damages all payments made by Buyer/Bidder; or (2) resell the article upon five (5) days written notice to Buyer/Bidder at a private sale for the account of and at the risk of the Buyer/Bidder, and in any such event, the Buyer/Bidder shall be liable for any deficiency due and owing after such sale, plus all costs for such reselling, including but not limited to, moving and storage, entry fees, commissions for the original sale and the subsequent sale, and all reasonable attorneys' fees and costs incurred by Museum and/or Owner/Seller in enforcing the terms of this Agreement.

4. All terms of sale posted on the premises, printed or published in sale brochures, forms, signs, publicly announced or otherwise published or announced by Museum or auctioneer are incorporated herein by reference.

5. If any check given in payment is dishonored for any reason, including but not limited to, insufficient funds, stop payment or the like, Buyer/Bidder agrees, whether such check is signed by Buyer/Bidder as maker or endorser, and if Museum and/or Owner/Seller hires an attorney for collection of such amounts due and owing, Buyer/Bidder agrees to reimburse Museum and/or Owner/Seller for any and all attorneys' fees and costs incurred in collecting such amounts owed.

6. Unless the sale of a vehicle or article is advertised or announced to be otherwise, each vehicle or article is offered subject to the reserve price of the Owner/Seller. When a vehicle or article is sold with reserve, the auctioneer may bid on the Owner/Seller's behalf in an amount not to exceed the reserve price.

7. Buyer/Bidder hereby irrevocably agrees and submits to the jurisdiction of the Circuit Court of Macon County, Illinois in any action against the Buyer/Bidder or against the Museum or auctioneer, or any employee, agent, owner, or representative of the Museum or auctioneer. Any action related to this Agreement or the sale or purchase of any vehicle or article shall be filed in the Circuit Court of Macon County, Illinois.

8. Buyer/Bidder shall pay all city and state sales, use and other taxes assessed, due to resulting from the Buyer/Bidder or Owner/Seller's failure or inability to qualify for exemption from such tax. Buyer/Bidder agrees to pay a Buyer/Bidder's premium and other applicable fees, including title or transfer fees and other sale charges.

11. Buyer/Bidder agrees that Buyer/Bidder who purchases a vehicle or article is purchasing such vehicle or article based upon Buyer/Bidder's examination of the vehicle or article. Buyer/Bidder acknowledges all sales are FINAL and AS IS/WHERE IS without warranty or guaranty of condition, vehicle history and all matters related to the condition or value of the vehicle, including but not limited to title, options, specifications, fitness for a particular purpose ore merchantability unless otherwise agreed to in writing prior to the sale of the vehicle or article. Buyer/Bidder accepts full and complete responsibility and liability for the vehicle or article upon acceptance of Buyer/Bidder's final bid by the auctioneer or selling agent. All provisions of paragraph 4 shall apply. Payment shall be due no later than one (1) hour after the Buyer/Bidder's final bid is accepted by the auctioneer or selling agent.

12. Buyer/Bidder acknowledges the auction may be recorded or televised. By attending the auction, Buyer/Bidder on his behalf and on behalf of his or her guests or family hereby consents to the use of the Buyer/Bidder's image, voice and likeness for any purpose, in any and all media forms.

13. Buyer/Bidder acknowledges that the highest bidder shall be deemed the buyer of the vehicle or article. In the case of a disputed bid, Buyer/Bidder agrees the decision of the auctioneer or other sales agent shall be final, including a decision by the auctioneer or sales agent to resell the vehicle or article.

14. Buyer/Bidder shall be required to pre-qualify, to register as a bidder, to execute this Agreement, provide full identification, and utilize the number issued to the Buyer/Bidder in submitting his or her bid.

15. This Agreement is binding upon the heirs, successors, and assigns of the parties hereto.

ACCEPTED:

\_\_\_\_\_  
BUYER/BIDDER Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
BUYER/BIDDER Date: \_\_\_\_\_

Address: \_\_\_\_\_

CHEVROLET HALL OF FAME MUSEUM OF DECATUR,

By: \_\_\_\_\_ Date: \_\_\_\_\_