



BIDDERS REGISTRATION & GUIDELINES

- ✓ You must be registered to bid. **No bids will be taken from unregistered bidders.** Bidder list will be kept private for auction duration.
- ✓ You may pre-register by WEB, MAIL, FAX, or register at time of auction (pre-registration will save you time on the sale date.)
- ✓ You must provide copies of valid identification (i.e. driver's license, passport, credit card, etc.) and your online bidder ID (i.e. eBay Motors bidder ID).
- ✓ Payment must be in certified funds, defined as cash, a certified check, money order, traveler's checks, or wire transfer. Personal or Company Check is acceptable with a Bank Letter of Guarantee (see sample). Credit cards **are not** an acceptable form of payment or deposit.
- ✓ There is no charge to register as a bidder. There is no buyer's premium added to final bid price.
- ✓ ALL VEHICLES ARE SOLD AS IS, WHERE IS. ALL BIDS ARE FINAL AT AUCTION. If you are awarded the final bid, ownership changes hands at the auctions end. You own the vehicle and are responsible for payment in full.

Bidder Information

Name: _____
Address: _____
Home Phone: _____ **Business Phone:** _____ **Cell:** _____
Email: _____ **Fax:** _____ **Drivers License #** _____
Bidding Limited Desired \$ _____ **Letter of Guarantee (circle one)** Y / N
Online Bidder ID (this is your eBay User Name) _____ **Method of Payment** _____

GENERAL RULES

- 1) SHOW YOUR AUTO LLC (hereafter SYA) is not in possession of the Vehicle(s) offered for sale or advertised. SYA is merely performing a service to the Seller and is responsible only for their warranties and guarantees set forth herein. Sellers have the right to sell the vehicle outright at any time. The Vehicle is being offered for sale through many venues which may include eBay Motors. SYA reserves the right to end any eBay auction at any time for any reason.
- 2) Purchaser agrees to accept ownership of vehicle/property at the auctions end and he/she willingly assumes all responsibility and liability for said vehicle/property at that time and without exception.
- 3) Purchaser's Agreement: PURCHASER agrees to purchase Said Vehicle for purchase price of last; 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.
- 6) The highest bidder is to be the buyer. In all cases of disputed bids, the vehicle shall be resold, but the auctioneer will use his judgment as to the good faith of all claims and his decision is final.

7) BIDDERS are required to register and give full identification prior to bidding and are required to use the Bidder ID issued to them by eBay Motors when identifying themselves as an active bidder. Invoicing on purchases will be done according to the information on Bidder's application. Bid list and bidder identity will be kept confidential during auction. Bid list will be disclosed to winning bidder up successful conclusion of the auction.

8) Automobiles are offered for sale via on-line listing engine such as eBay Motors. The auctioneer will accept bids from the bidders registered with SYA by adding their eBay Motors ID to the protected bid list. Under no circumstances will the auctioneer allow a bid on behalf of the consignor. The consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at auction's end. When the reserve has been lifted, the auctioneer will announce it to all active bidders via email.

INITIAL 9) Seller will afford every opportunity to view all vehicles prior to sale as well as provide a recent inspection performed by a certified/licensed independent 3rd party appraiser or inspector. However the purchaser must understand that Initials he/she is buying property entirely upon his own or his agent's examination and opinion. All vehicles are sold "AS IS, WHERE IS." Any guarantees written or implied to the authenticity, originality, or condition of any vehicle are not the guarantee of the SYA, and should be relied on by the purchaser's own inspection and discretion.

10) SHOULD any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.

11) SYA IS NOT RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED PROPERTIES.

12) SYA IS NOT LIABLE FOR ANY THIRD PARTY LIABILITIES. Auctioneer is not responsible for any and all liabilities.

13) SYA will supply an online sale venue for cars that do not reach agreeable sale price, so as to endeavor to secure a proper buyer for the seller/consignor. Any and all vehicles sold in this manner will be sold by the same terms as cars sold at the auction event.

14) SYA is entitled to any fee on any vehicle sold due to SYA event up to 61 days after said event.

15) SYA shall be entitled to any Attorney's Fees incurred in the enforcement of this rules contract or the enforcement of Sell/Buy Agreement.

16) Upon being awarded high bid, you are responsible to pay end hammer price including auction fee. Non-payment will deem you liable for any losses incurred in the resale of said vehicle # to include, but not inclusive of freight, storage, difference in received value, auction fees.

17) Purchaser authorizes, without further notice, SYA to recover any deficiencies due seller and/or SYA and to charge purchaser's credit card for said amount(s).

INITIAL 18) If the buyer fails to comply with any of these General Rules and Terms SYA may, in addition to asserting all remedies Initials 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 days notice to the buyer or (iii) take such action that we deem necessary or appropriate. If SYA 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 or all vehicles purchased, SYA shall apply the payment received to such vehicle or vehicles that SHOW YOUR AUTO LLC, in our sole discretion, deems appropriate. Any buyer who fails to comply with these General Rules and Terms will be deemed to have granted SYA a security interest in, and SYA may retain as collateral security for such buyer's obligation to SYA any property in SYA possession owned buy such buyer. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws. In the event of a dispute between the parties, the matter will be resolved by arbitration under the rules of the American Arbitration Association. Arbitrations shall be held in Chicago, unless otherwise agreed to by the parties. A single arbitrator shall be selected by the parties from the American Arbitration Association's list of available arbitrators. If the parties are unable to agree upon an arbitrator, the American Arbitration Association will designate an arbitrator. The costs of the arbitration fees will be paid for jointly by the parties.

19) Any litigation brought forward by bidder/purchaser will be against seller. SYA is merely performing an auction service, and does not own the property. Upon litigation, bidder/purchaser will not be entitled recovery of fees earned by SYA duly performing its service.

Terms of Sale

- 1) **Our Relationship**
Under the scope of service outlined in "Service Agreement", SHOW YOUR AUTO LLC (hereafter SYA) is acting as an agent for the Seller of the Vehicle. We are not in possession of the Vehicle(s) offered or advertised. SYA is providing a service to the Seller. Sellers have the right to sell the vehicle outright at any time. The Vehicle is being offered for sale through many venues which may include eBay Motors. SYA reserves the right to end any eBay auction at any time for any reason.
- 2) **AS IS Sale**
All vehicles are sold "AS IS WHERE IS" and with no warranties or guaranties of any type either expressed or implied made by SYA. Any warranties made by the Seller must be in writing on an instrument separate from the Bill of Sale and signed by both the Buyer and the Seller. In no event shall SYA, the auctioneer, any employee, or 3rd party agent or associate of SYA be responsible or liable for such warranties, guarantees or description of any Vehicle offered for sale.
- 3) **Accuracy of Description**
The Vehicle(s) being offered are in general older or used and are not perfect and not every flaw of the item can be listed. All Vehicle description/statements printed in SYA ads, showroom listings and auction descriptions as well as verbal statements made by the auctioneer or agents, have come directly from the Seller and are accepted as reliable. SYA has done its best to ensure the accuracy and completeness of the description of the Vehicle's attributes and overall condition. SYA will attempt to obtain all answers to any questions you may have. In some cases, a 3rd party visual inspection of the vehicle has been performed on behalf of the seller prior to the auction, this is NOT a guarantee of condition or originality; it is still the Buyers obligation to confirm accuracy of advertised condition of vehicle at the time of sale. SYA assumes no responsibility or liability for representations made by Sellers and shall have no obligation to verify or authenticate such statements or claims.
- 4) **Deposit Refunds & Inspection** All Vehicles are offered with the right to a pre-purchase inspection before the transaction is finalized. SYA can arrange to have the vehicle sent to an authorized or qualified dealer or have a qualified 3rd party agent inspect the Vehicle on site. Buyer may also personally inspect the Vehicle; send their own inspector or all of the above. Buyer is responsible for the entire cost of the inspection. SYA must receive a minimum deposit of 5% of the final bid/agreed sale price and must be paid within twenty-four (24) hours to secure sale of the vehicle prior to inspection. This deposit will be refunded in the event the Seller has materially misrepresented the vehicle. Inspections must be done within 10 calendar days after the close of the auction otherwise, it is assumed the Vehicle is to be accepted without an inspection. Once the vehicle is approved by the buyer (or 10 days have passed), any deposit or payment monies become non-refundable and remaining balance due the Seller must be paid directly to the Seller, or released from escrow by SYA paid to the Seller.
- 5) **Reserve Price** Unless the sale of a vehicle is advertised or announced to be otherwise, each Vehicle is offered subject to the reserve price of the Seller. WE DO NOT GIVE OUT RESERVE, so please do not ask.
- 6) **Delivery and Storage** All Vehicles shall be removed from the Sellers premises by the Buyer at Buyer's expense following the sale within a time frame mutually agreed to by Buyer and Seller. If not so removed, Seller may store or remove the Vehicle with all costs of moving and storage to be paid by the Buyer. Arranging transport of Vehicle is Buyer's sole responsibility. SYA will assist in arranging such transport service for an additional fee.

PAYMENT TERMS

- 1) Deposits and Final Payments must be in certified funds, defined as cash, a certified check, money order, traveler's checks, or wire transfer. Personal or Company Check is acceptable with a Bank Letter of Guarantee (see sample). Credit cards **are not** an acceptable form of payment or deposit.
- 2) Payment is required within twenty four (24) hours of purchase, unless other terms are pre-arranged.
- 3) Sales tax is governed by where the vehicle is titled.

- 4) Title for any vehicle purchased may be withheld until Buyer's funds clear the Seller's or SYA's bank account. If you would like to pay by wire transfer, please contact SYA at 847-838-3749 for instructions, additional fees apply.

Severability. If any Paragraph or part thereof of this Agreement shall be held void or unenforceable, the validity of the remaining provisions shall not be affected thereby.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws. In the event of a dispute between the parties, the matter will be resolved by arbitration under the rules of the American Arbitration Association. Arbitrations shall be held in Chicago, unless otherwise agreed to by the parties. A single arbitrator shall be selected by the parties from the American Arbitration Association's list of available arbitrators. If the parties are unable to agree upon an arbitrator, the American Arbitration Association will designate an arbitrator. The costs of the arbitration fees will be paid for jointly by the parties.

Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written. This Agreement shall not be modified except in a writing signed by both parties hereto. No provision hereof shall be deemed waived by SYA unless such waiver shall be in writing and signed by SYA or a duly authorized representative of SYA.

Notices. All notices shall be sent via personal delivery or by certified mail, return receipt requested, with a copy being sent on the same day by e-mail. Notices shall be deemed effective on the date of personal delivery or on the date of mailing for certified mail. Notices to SYA shall be sent to: Show Your Auto, LLC, P.O. Box 432 Grayslake, IL 60030. Notices to Seller shall be sent to the mailing address provided by Seller from time to time.

By signing this agreement, signer affirms he/she has read the General Rules and Terms outlined below and states that he/she will abide by the same in their entirety.

Signature: _____ **Date:** _____