

*Bank's Letterhead*

SAMPLE LETTER OF GUARANTEE

REDLINE COLLECTOR CAR AUCTION, LLC  
2011 N. MARTIN LUTHER KING BLVD.  
OCALA, FL. 34475

Re: *(Bidder's Name)*

To Whom It May Concern::

This letter will serve as your notification that ( *bank's name* ) **will irrevocably honor and guarantee payment** of any check(s) written by ( *bidder's name* ) up to the amount of ( *amount guaranteed* ), in United States Dollars, and drawn on account number ( *bidder's account number* ). The authorized signer(s) of this account is/are: ( *name(s) of authorized signer(s)* ).

**No Stop Payments** will be issued.

This guarantee is for the purpose of our customer purchasing automobiles/merchandise from Redline Collector's Auto Auction, LLC at \_\_\_\_\_, during the ( *Fall or Winter* ) Classic Car Shows, on ( *dates of auction* ).

Should you need further information, please contact ( *Officer's name* ).

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Printed Name of Bank Officer & Title

\_\_\_\_\_  
Signature of Bank Officer

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

Personally Know or

Produced Identification

Type of Identification Produced:  
\_\_\_\_\_

**BLANKET AFFIDAVIT FOR  
PURCHASE OF MOTOR VEHICLES AT  
MOTOR VEHICLE AUCTION LICENSED  
EXCLUSIVELY UNDER 320.27(1)(C)4.  
BY NONRESIDENT AUTOMOBILE DEALER  
FOR RESALE OUTSIDE OF FLORIDA**

Before me personally appeared the individual whose name and address appears below, who certified under oath that he is authorized to execute this document for the nonresident motor vehicle dealer named herein below and who certified under oath that all motor vehicles purchased by the nonresident motor vehicle dealer at the motor vehicle auction licensed under 310.27(1)(c)4., Florida Statutes, REDLINE COLLECTOR'S AUTO AUCTION, LLC will be transported outside of Florida for resale and for no other purpose; and that the purchasing nonresident motor vehicle dealer is licensed and registered as a motor vehicle dealer in the state or country and at the address show herein below:

\_\_\_\_\_  
Nonresident Motor Vehicle Dealer-Buyer

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Motor Vehicle Dealer License or Registration Number Sales Tax Number (if applicable)

\_\_\_\_\_  
Passport or Visa Number (if applicable)

\_\_\_\_\_  
Signature of Nonresident Dealer or Authorized Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

REDLINE COLLECTOR CAR AUCTION, LLC  
 2011 N. MARTIN LUTHER KING BLVD.  
 OCALA, FL. 34475



Consignment Number \_\_\_\_\_  
 (Office Use only)

**AUCTION CONSIGNMENT AGREEMENT**

Name \_\_\_\_\_  
 Dealership Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone (Work) \_\_\_\_\_ (Home) \_\_\_\_\_  
 Fax \_\_\_\_\_ Mobile \_\_\_\_\_ Email \_\_\_\_\_

Year \_\_\_\_\_ Engine Size \_\_\_\_\_ Odometer Reading: \_\_\_\_\_  
 Make \_\_\_\_\_ Σ Power Steering Check title, if title states exempt vehicle will be sold exempt miles.  
 Model \_\_\_\_\_ Σ Power Brakes  
 Color \_\_\_\_\_ Σ Power Windows Miles are: Σ in excess of it's Σ Discrepancy/Inaccurate  
 Body Style \_\_\_\_\_ Σ Power Seats mechanical limits Exempt  
 VIN # \_\_\_\_\_ Σ Bucket Seats  
 Σ Air Conditioning

"AS IS" Rate Vehicle Below in Appropriate Box  
 Σ Excellent Σ Good Σ Fair Σ Poor

Reconditioning/Restoration (and/or) Vehicle History \_\_\_\_\_

<p><b>LIEN INFORMATION</b></p> <p>Amount of Present Liens or Encumbrances (if none, so state) (include copy [both sides]of title)          Lien Amount \$ _____          Bank Name _____          Address _____          City, State, Zip _____          Bank Officer _____          Bank Phone Number _____</p> <p><b>Note:</b> Estate Executor, Administrator, Guardian, or Agent, must also send copy of court appointment and authorization to sell.</p> <ol style="list-style-type: none"> <li>1. <i>Vehicle title must be submitted when vehicle enters Auction site or by mail with this form (or letter from lien holder &amp; photo copy of both sides of title).</i></li> <li>2. Enclose correct consignment fee in full.</li> <li>3. Need copy of driver's license of person signing this form, title, etc.</li> <li>4. <i>No vehicle will be accepted if serial numbers on vehicle do match title.</i></li> </ol>	<p style="text-align: center;"><b>(FOR LICENSED MOTOR VEHICLE DEALER USE ONLY)</b></p> <p>DEALER LICENSE NUMBER _____</p> <p>SALES TAX NUMBER _____  <b>(please attach copies of current Dealer License and Sales Tax Certificate)</b></p> <hr/> <p style="text-align: center;"><b>RESERVE PRICE</b></p> <p style="text-align: center;">Lowest Acceptable Bid</p> <p>Vehicle will be consigned with a reserve (minimum). The reserve, if any, must be stated on this contract. No reserve can be raised once the vehicle is accepted, but it may be lowered prior to the time of, or at the sale. If "no reserve," write "none."</p> <p><b>\$</b> _____</p> <hr/> <p style="text-align: center;"><b>(OFFICE USE ONLY)</b></p> <p>Date Fee Rec'd _____ Rec'd by _____          Date Title Rec'd _____ Rec'd by _____          Title state &amp; number _____          Entry fee \$ _____          Total Entry Fee Amount \$ _____ Σ Cash Σ Check # _____</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Acknowledgement:**  
**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF SALE INCLUDED IN THIS CONTRACT.**

OWNER/CONSIGNOR/SELLER SIGN HERE \_\_\_\_\_  
 Date Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_



## Dealer Registration & Guaranty Agreement

In consideration of REDLINE COLLECTOR'S AUTO AUCTION, LLC, (herein called Auction) allowing \_\_\_\_\_ (hereinafter called Dealer) to buy and sell motor vehicles through Auction, the undersigned Dealer and undersigned individual(s), whether one or more, personally agree as follows:

1. They guarantee and warrant that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle and that Dealer has the lawful right to sell each motor vehicle.
2. They are fully responsible for all actions of all persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing, however, de-authorization shall not be effective until the representative's auction identification card has been returned to the physical possession of Auction.
3. They unconditionally guarantee full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by or on behalf of Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives and acknowledged that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. They unconditionally guarantee the accuracy of the odometer mileage statements given by or on behalf of Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault. They agree to repurchase from the purchasing dealer or Auction any motor vehicle with any odometer problem, regardless of fault and regardless of the nature of the problem, including all incidental and consequential damages and expenses incurred by Auction and/or the purchasing dealer.
5. They unconditionally guarantee that the prior use and condition of any motor vehicle sold by Dealer through Auction will be completely and accurately disclosed. This includes, without limitation, police vehicles, taxi cabs, municipal vehicles, fire vehicles, flood vehicles, clips, salvage vehicles, rebuilt vehicles and reconstructed vehicles. They agree to repurchase from the purchasing dealer or Auction any motor vehicle with an inaccurate disclosure of prior use or condition, regardless of fault and regardless of the nature of the prior use or condition, including all incidental and consequential damages and expenses incurred by Auction and/or the purchasing dealer.
6. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction:
  - A. Auction will be allowed to sell the vehicle to mitigate its loss at wholesale or retail without notice to Dealer or the undersigned, and the undersigned will be fully liable to Auction for any deficiency, including incidental and consequential damages and expenses incurred by Auction. Notice of resale required by the Uniform Commercial Code or any other law is waived.

B. Auction shall have the right, and Dealer hereby authorizes and empowers Auction to enter upon any premises wherever any such vehicle may be and remove same. Dealer shall pay all expenses and reimburse Auction for any expenditures in connection with Auction's exercise of these rights.

C. Dealer appoints Auction, and all of Auction's employees, agents and representative, as Dealer's attorney-in-fact for the purpose of recording a lien on the title to any such vehicle in the amount of the full purchase price, interest and expenses, including attorney's fees.

D. The rights and remedies hereinabove are in addition to and not in lieu of the other rights and remedies Auction has under applicable law.

7. Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise disputes involving Dealer or the undersigned without notice to Dealer or the undersigned and without discharging or affecting their liability.

8. The guarantees herein are continuing and Dealer and the undersigned waive notice of acceptance as well as presentment, demand, protest, and any notice of non-payment or dishonor with regard to any negotiable or non-negotiable instrument. They shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this Agreement.

9. They unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this Agreement or as a result of any transaction Dealer is involved in at Auction, including payments made by Auction for valid business reasons even if Auction is not legally obligated to payee. Venue for any civil action by or against Auction shall be in any County in the State of Florida, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in the State of Florida.

10. Auction guarantees to the Seller payment of all check and drafts issued by Auction for motor vehicles sold through Auction, in compliance with applicable Auction policies.

11. They represent that sufficient funds will be on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction at Auction at the time such check or draft is delivered to Auction, and that such funds shall remain on deposit until such check or draft is paid.

12. They are bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.

13. They are obligated to promptly pay for any motor vehicle purchases by Dealer through Auction upon the delivery of good title.

14. Auction is merely performing auction services for the selling and purchasing dealers, and all transactions which occur at Auction are transactions between the selling and purchasing dealers, and Auction is neither a buyer, seller, transferor or transferee by reason of having provided auction services to such dealers. Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this

Agreement, including, but not limited to, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant or guarantee the accuracy of odometer, odometer mileage statements, mechanical or physical condition, or prior history or use of any motor vehicle. All purchases are “as is where is”.

15. This Agreement shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of Auction, its successors, assigns and subrogees.

16. This Agreement shall be governed by the laws of the State of Florida, and cannot be modified except by a writing signed by all parties hereto.

17. The undersigned authorizes Auction to conduct credit investigations of Dealer, and all Owners, officers and authorized representatives of Dealer. This may include a retail credit report on Dealer and all individuals, and a full inquiry of all references.

18. When there is more than one signatory to this Agreement each signatory shall be jointly and severally liable under this Agreement. The undersigned understand that they are signing this guaranty contract, both in their capacity as owner or officer of Dealer and their capacity as individual(s).

DATE: \_\_\_\_\_  
Signature Owner or Officer Title

DATE: \_\_\_\_\_  
Signature Owner or Officer Title

DATE: \_\_\_\_\_  
Signature Owner or Officer Title

DATE: \_\_\_\_\_  
Signature Owner or Officer Title

**DEALER REPRESENTATIVE AUTHORIZATION**

**YOU ARE HEREBY** authorized and directed to register and authorize the individual listed below as authorized representative of the undersigned at all of your auctions:

Name of Representative: \_\_\_\_\_  
First Middle Last

Representative's Address: \_\_\_\_\_  
Street

\_\_\_\_\_  
City, State & Zip Code

Representative's Drivers License No.: \_\_\_\_\_ State: \_\_\_\_\_

Representative's Date Of Birth: \_\_\_\_\_

Representative's Social Security Number: \_\_\_\_\_

Representative's Home Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Representative's Mobile Telephone Number:(\_\_\_\_\_) \_\_\_\_\_

Representative's E-Mail Address: \_\_\_\_\_

The above-designated representative is authorized to buy and sell automobiles for this dealership and, in connection therewith, to execute checks or drafts and any other necessary instruments or documents on behalf of this dealership. Such authorization shall remain in full force and effect until such time as you receive written notification of termination of this authorization. This dealership further guarantees performance of all obligations and transactions of such authorized representative on its behalf, and agrees to indemnify and hold harmless REDLINE COLLECTOR'S CAR AUCTION, LLC. including its agents and affiliates, for all loss or expense caused by said dealership's authorized representative's actions, or inactions. This guaranty includes, but is not limited to, losses incurred through dishonored checks or drafts, defective titles, and false or inaccurate odometer mileage statements, or other misrepresentation, as well as any expense incurred in attempting to collect for such losses, including reasonable attorney's fees.

DEALERSHIP'S FULL NAME: \_\_\_\_\_

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

City, State & Zip: \_\_\_\_\_

DEALER Federal Identification Number: \_\_\_\_\_

DEALER LICENSE Number: \_\_\_\_\_

DEALER SALES TAX Number: \_\_\_\_\_

DEALERSHIP'S Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or General Manager Printed Name of Owner or General Manager

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE ATTACH COPY OF CURRENT DEALER'S LICENSE, CURRENT DEPARTMENT OF REVENUE RESALE CERTIFICATE AND REPRESENTATIVE'S DRIVERS LICENSE.**

In addition to liability of the dealer, I, as authorized agent, agree to be fully liable for any purchases I make.

\_\_\_\_\_  
Signature of Authorized Agent (Representative) Printed Name of Authorized Agent (Representative)

## TERMS OF SALE AND AUCTION AGREEMENT

**1. TERM OF AUCTION**--In consideration of listing for sale and undertaking to find a purchaser for the vehicle described herein, Consignor hereby grants and gives REDLINE COLLECTOR'S AUTO AUCTION, LLC, the exclusive right and authority to sell or exchange from the current date to 30 days after sale date and represents that no other exclusive agreement is now in force with any other Auction Company. If said vehicle is sold or exchanged within 30 days after the expiration of the term of this agreement to any person, firm or corporation, I or we agree to pay REDLINE COLLECTOR'S AUTO AUCTION, LLC the said same commission as described in item #2. provided however, that this extension clause shall not be applicable should vehicle be sold by a Licensed Auctioneer at public auction.

**2. COMMISSION**--In the event a purchaser ready, willing and able to buy said vehicle, or should said vehicle be sold or exchanged during said time, Consignor agrees to pay REDLINE COLLECTOR'S AUTO AUCTION, LLC the sum of acknowledged and accepted by the auctioneer 5% percent of the final bid price for all vehicles for which said vehicle is sold or exchanged, but not less than three hundred fifty (\$350.00) dollars.

**3. CONSIGNMENT FEE**--Consignor agrees to pay the following **non-refundable fee** to consign a vehicle:

**(a) No Reserve : \$100.00**

**(b) With reserve: \$250.00**

**Consignment fee** must accompany this completed application and is **non-refundable**.

**4. TITLE**--Consignor warrants good merchandisable vehicle title is part of this agreement and must be attached hereto. In the event title is encumbered by assignment, pledge, chattel mortgage or security agreement, Consignor shall present with this agreement, written consent of the holder of such security interest to sell such vehicle and the minimum amount for which such security interest will be released directly to REDLINE COLLECTOR'S AUTO AUCTION, LLC. Seller is responsible for checking serial numbers on vehicle against title before consigning. If numbers do not match, vehicle will not be sold nor will fee be refunded. Consignor represents and warrants that he has good right to consign and sell, and that vehicle and its title documents are free and clear from all claims, liens and retained title agreements or any other thing existing effecting the title of said property, unless stated otherwise herein, and/or that the lien holder will cooperate and accept net sale proceeds when presented by REDLINE COLLECTOR'S AUTO AUCTION, LLC. (All claim or lien holder information must be given to REDLINE COLLECTOR'S AUTO AUCTION, LLC) When lien is paid by REDLINE COLLECTOR'S AUTO AUCTION, LLC, clear title must be sent directly to REDLINE COLLECTOR'S AUTO AUCTION, LLC. Consignor warrants that the **vehicle is not a salvage nor rebuilt wreck** for which a salvage or rebuilt title has ever been issued in any other state. In the event vehicle is not sold and no sums are due REDLINE COLLECTOR'S AUTO AUCTION, LLC from consignor, and all consignor checks have cleared, title will be released at the conclusion of the sale. \_\_\_\_\_ (initial) Consignor hereby assigns the vehicle and all proceeds therefrom to REDLINE COLLECTOR'S AUTO AUCTION, LLC to off set any sums owed REDLINE COLLECTOR'S AUTO AUCTION, LLC.

**5. RISK OF LOSS**--Ownership and risk of loss remain with Consignor at all times. Insurance must be provided against all perils and loss by Consignor if such protection is desired. Insurance should be maintained until Consignor receives sales proceeds. Risk of loss is with Consignor. Under no circumstances shall REDLINE COLLECTOR'S AUTO AUCTION, LLC its agents or employees be responsible for damage or loss to consigned vehicles. Consignors shall maintain liability insurance for consigned vehicle.

**6. TERMS OF SALE**--All vehicles will be sold for cash, or funds equivalent, acceptable to REDLINE COLLECTOR'S AUTO AUCTION, LLC. REDLINE COLLECTOR'S AUTO AUCTION, LLC agrees to make credit verification of purchasers and should REDLINE COLLECTOR'S AUTO AUCTION, LLC not be satisfied with credit information provided by purchaser, it will hold the vehicle on Seller's behalf, for a period of not longer than ten (10) days, and may utilize collection procedures for satisfactory payment before release of vehicle, unless Seller approves and assumes the credit purchaser and signs an "authorization to release" statement. If no authorization to release is signed and payment is not received after said ten (10) day period, the vehicle will then be released to the Seller by auction company without liability to auction company for any payment. REDLINE COLLECTOR'S AUTO AUCTION, LLC is bonded. All sale moneys will be deposited in REDLINE COLLECTOR'S AUTO AUCTION, LLC Account. After receipt of Seller's signed Bill of Sale, net sale proceeds will be paid to Seller within 14 working days after sale, allowing time for checks to clear or for the Consignee to receive full proceeds from the car sale in good negotiable U.S. funds, subject to terms of sale. Vehicle title will be held in Escrow by REDLINE COLLECTOR'S AUTO AUCTION, LLC until purchaser's method of payment is completed and satisfactory to Consignee. Should purchaser fail to complete sale as made by REDLINE COLLECTOR'S AUTO AUCTION, LLC, Consignor agrees to do and to perform all that may be necessary to enforce the contract made with the purchaser for the above described vehicle in the above auction.

**7. DEFAULT**--In the event of Consignor's default on any terms herein, REDLINE COLLECTOR'S AUTO AUCTION, LLC shall be entitled to all costs and attorney's fees, (whether through litigation or otherwise) in the enforcement of this consignment.

**8. REPRESENTATIONS**--Consignor has represented the authenticity, history and condition of the consigned vehicle as indicated herein before. Consignor warrants to REDLINE COLLECTOR'S AUTO AUCTION, LLC, that such representations are true and agrees to pay the full commission and premium earned from the sale of such vehicle if any sale made hereunder is not completed due to Buyer rejecting the vehicle because of any misrepresentation by Consignor.

**9. COMPLIANCE**--Consignor agrees to provide upon consignment, evidence of compliance with all applicable emissions, import, safety, identification or other inspection statutes, rules or regulations imposed by the Federal, State or local government, bureau or agency having jurisdiction. Failure to provide the same may result in vehicle not being offered for sale at auction and forfeiture of consignment fee by Consignor. Consignor will provide proper odometer statement if auto is less than 10 years old. Consignor warrants emission control equipment has not been tampered with if vehicle is 1975 or later.

**10. THE BUYER** -- The (buyer) is the highest bidder acknowledged and received by the auctioneer. All sales are final. No bidder may retract a bid during the course of the auction for any reason. Upon fall of the auctioneer's hammer, title to the vehicle or specified lot of property shall pass to the buyer upon completion subject to the Terms and Condition of Sale without limitation and including the Buyer's obligation and fulfillment under the Terms and Conditions Of Sale. Buyer is responsible for and assumes all risk of loss or damages to specified lot of property. REDLINE COLLECTOR'S AUTO AUCTION, LLC., its employees, agents or representatives shall not be liable for any loss of or damage to any specified lot of property.



**11. PAYMENT** – The purchase price payable by the buyer will be the sum of the final bid price (the highest bid received and acknowledged by the auctioneer) plus applicable buyers premium of 5% of the final bid price for all vehicles plus all applicable sales and or use tax, plus any and all cost or expense incurred by buyer as a result of buyers failure to comply with all Terms and Conditions of sale in a timely and appropriate manner. **Payment of the full Purchase Price is due on date of sale.** All payments must be made in cash (USD) or certified bank check, cashier’s check or wire transfers with prior approval of REDLINE COLLECTOR’S CAR AUCTION along with personal and/or business check. Cash payments will be reported according to all applicable State and Federal requirements.

**12. REMOVAL AND COLLECTION FOR VEHICLES** – No vehicle shall be released to buyer until REDLINE COLLECTOR CAR AUCTION LLC. Or it’s agents have received payment in full, in good funds for the purchase price of vehicle including but not limited to reimbursement of any and all cost incurred or connected with the collection, transport or storage of vehicle of failure to timely remove and or comply with Terms and Condition of Sale. Vehicles will be available for collection and or removal upon full payment.

**13. “AS-IS” NO WARRANTY** – ALL SALES ARE “AS IS-WHERE IS” AND ARE SOLD AS COLLECTOR’S ITEMS AND MAY NOT BE SUITABLE FOR USE ON THE ROAD. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS REGARDING TITLES, REGISTRATION, INSURANCE, SAFTY AND EMISSION DEVICES AND ROADWORTHINESS. SOLD AS-IS-WHERE-IS COMES WITH ALL FAULTS AND NOT WITHSTANDING ANY STATEMENT WRITTEN OR VERBAL BY OR ON BEHALF OF REDLINE COLLECTOR CAR AUCTION, LLC. AND OR SELLER, WHEREVER AND HOWEVER MADE, ARE MADE WITHOUT ANY PRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO EXPORT OF ANY PROPERTY, PAYMENT OR ISSUE OF DUTY PERMITS, MERCHANTABILITY, CONDITION, QUALITY, AUTHENTICITY, RARITY OR HISTORICAL RELEVANCE, PROVENANCE, ACCURANCY OF DESCRIPTION, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE WITH REGARDU TO ANY PROPERTY OR WHETHER OR NOT PROPERTY COMPLIES WITH ANY STATE OR FEDERAL LAWS, REGULATION OR ORDINANCE OF ANY KIND. REPRESENTATIONS OR WARRANTIES RELATING TO VALUE, ESTIMATES, ACCURANCY OR DESCRIPTION OF CONDITION OF PROPERTY INCLUDING AS TO ANY CONDITION REPORT EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATION AND WARRANTIES EXPRESSED OR IMPLIED RELATING TO WARRANTY FOR A PARTICULAR PURPOSE. REDLINE COLLECTOR CAR AUCTION, LLC. NOR THE SELLER SHALL HAVE LIABILITY OR RESPONSIBILITY FOR ANY OMISSION, ERRORS AND OR INACCURACIES IN ANY MATERIAL INCLUDING ANNOUNCEMENTS. BIDDER AND BUYER EXPRESSLY ACKNOWLEDGE AND AGREES, THAT IN NO EVENT SHALL REDLINE COLLECOTR CAR AUCTION, LLC. BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES.

**14. REDLINE COLLECTOR CAR AUCTION LLC. RIGHTS**—Reserves the right, in it’s sole discretion, to withdraw, postpone, cancel the auction of the property for any reason and reserves the right to reject or refuse any bid from any party before or during auction. Bidder agrees that REDLINE COLLECTOR CAR AUCTION, LLC. Shall have no liability whatsoever to any bidder/party for the exercise of any of the foregoing rights regardless of events or circumstances.

**15. NON-COMPLIANCE OF BUYER—REMEDIES**—If the Buyer fails to comply with Terms and Conditions of Sale, REDLINE COLLECTOR CAR AUCTION, LLC. May hold the Buyer liable for the purchase price, rescind or cancel sell, resale the property publicly or privately without reserve on (7) seven days notice to Buyer, holding the Buyer liable for any deficiency between the Purchase Price (including but not limited to all expense incurred by REDLINE COLLECTOR CAR AUCTION, LLC. as a result of noncompliance) and the price received upon resale; or take any other remedies or action in it’s sole discretion deemed necessary. Any Buyer who fails to comply with these Terms and Condition of Sale is deemed to have granted REDLINE COLLECTOR CAR AUCTION, LLC. a first priority security interest in and may retain as collateral security for such Buyer obligations to REDLINE COLLECTOR CAR AUCTION, LLC. the property in REDLINE COLLECTOR CAR AUCTION, LLC.’S possession owned by such buyer. REDLINE COLLECTOR CAR AUCTION, LLC. shall have all rights and remedies provided to a secured party under the Uniform Commercial Code and shall be entitled to file one or more financing statements as REDLINE COLLECTOR CAR AUCTION, LLC. may desire with regard to all such property.

**16. DAMAGES/ATTORNEY’S FEES/JURISDICTION**—REDLINE COLLECTOR CAR AUCTION, LLC. may engage council to assist in the enforcement of any part of the Terms and Conditions of Sale. The Buyer shall be responsible for all reasonable fee’s, cost and expenses incurred, whether or not suit is filed. Bidder and buyer agrees that REDLINE COLLECTOR CAR AUCTION, LLC.’S liability and damages, if any, under the Terms and Conditions of Sale and/or arising out of or relating in any to the auction, the properties ( including but not limited to the inability to deliver possession of Property to Buyer) or otherwise, are in all events and circumstances limited exclusively to and shall not exceed the fees and compensation actually received by REDLINE COLLECTOR CAR AUCTION, LLC. relating to such transactions that are not owed to the seller or another party. The auction, Terms and Condition of Sale, and the relationship and obligations of the parties shall be governed solely and exclusively by the laws of the State of Florida, without regard to such states choice of law rules and regardless of where bidder/buyer resides or received any auction material. Bidder/Buyer agrees that any dispute including any claims, counterclaim, or other action arising with regard or relating to any Terms and Condition of Sale, the auction or any lot of property shall be brought and adjudicated only in the Circuit Court of Marion County, Florida, to the exclusion of all other venues and jurisdictions, and each Bidder/Buyer hereby agrees to and does submit and consent to jurisdictions in such courts. In no event shall REDLINE COLLECTOR CAR AUCTION, LLC. or any of it’s officer’s, directors, employees, agents, or representatives be liable for, and each Bidder/Buyer hereby expressly waive and agree they shall not seek, any special, indirect, consequential, punitive or incidental damages of any kind.

I acknowledge that I have read, understood and agree to be bound by the Terms and Conditions of Sale.

\_\_\_\_\_  
Signature of Bidder/Buyer