



LET **FREEDOM** REV <sup>TM</sup>

FREEDOMCARAUCTIONS.COM

**Dear Valued Customer,**

Thank you for your expressed interest in our upcoming Freedom Car Auction event.

Attached in the following pages is your personal bidder packet. Please, take a few minutes and ensure that all information is correct and complete.

It is one of our most important goals at Freedom Car Auctions to make the buying experience exciting and enjoyable and we look forward to serving you well.

Once you have completed the following forms, please return to our office by either email, mail, fax, or in person.

Sincerely,

**Your Freedom Car Auctions Team**

**FREEDOM CAR AUCTIONS**  
FreedomCarAuctions.com

16650 Interstate 27  
Canyon, TX 79015

Phone: 844.399.1050  
E-mail: [info@freedomcarauctions.com](mailto:info@freedomcarauctions.com)



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16650 Interstate 27  
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## Bidder Registration Packet

### BECOMING A BIDDER

- Please ensure that the bidder registration forms have been completed in full, signed, and dated.
- All registration fees have been paid in full.
- Please provide a copy of your driver's license or state issued ID.
- A \$5,000 deposit will be placed in the form of a hold on your credit card which cannot be credited towards purchase. This hold shall be removed within 36 hours of event end by Freedom Car Auctions. Or you may choose to include a bank letter in which we have attached an example in the following pages.
- All purchases must be paid in full on the day of purchase.
- All checks must be accompanied by a Bank Letter of Guarantee on a bank letterhead with contact details and must be addressed to Freedom Car Auctions and dated for the day of auction event.

### DEALER REGISTRAION

- Dealers, please provide us with a copy of your current motor vehicle dealer license
- Current state resale certificate / Tax ID.

### BUYER FEES

<u>In Person</u>	<u>Internet</u>	<u>Telephone</u>
Registration Fee: \$100	Registration Fee: \$100	Registration Fee: \$100
All Vehicles 10%	All Vehicles 15%	All Vehicles 15%
Memorabilia 15%	Memorabilia 20%	Memorabilia 20%

### PRIVACY POLICY NOTICE

It is our sole commitment to keep all our customer's information private. We will not share your personal information with any third party.

**October 1, 2022**

**Choctaw Casino**

**Durant, OK**

**EVENT ADDRESS: 3702 Choctaw Road, Durant, OK 74701**

Return completed form to Freedom Car Auctions at:

16650 Interstate 27, Canyon, TX 79015

Email: [info@FreedomCarAuctions.com](mailto:info@FreedomCarAuctions.com)

Fax to 806.655.3939 with:

1. Registration fee of \$100.00
2. Copy of Driver's License (and Dealer License/Tax License if applicable)

**Bidder Information:**

Full Name: \_\_\_\_\_ Dealership Name: (If Applicable) \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work/Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Dealer Information:**

Dealership Name: \_\_\_\_\_

MANDATORY: Provide current copy of Dealer and Resale Licenses)

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Dealership License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Tax Resale Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Bidder Registration Information:**

Bidder registration is **\$100, and a \$5,000** credit card hold will be placed on your credit card, which cannot be credited towards purchase. This hold shall be removed within 36 hours of event end. (Or in lieu of deposit a bank letter can be provided.)

Please provide credit card information below, or attach payment in form of check or cash.

Credit Card Number: \_\_\_\_\_ Expiration \_\_\_\_\_ Code: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

I understand that by signing below and purchasing a vehicle I am subject to a 15% buyers premium on cars, 20% buyers premium on memorabilia and am subject to the below Terms and Conditions, the auction block Terms and Conditions, and accompanying Clerk Ticket, which consummates the entirety of the transaction:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only Bidder Number Issued: \_\_\_\_\_

Bidder Registration Fee: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Credit Card Cash Received by \_\_\_\_\_

## Bidder Agreement:

The following Terms and conditions of this Bidder Agreement (hereinafter, "Agreement") are agreed to by and between the individual listed on Page 1, herein after referred to as "Buyer" and Assiter and Associates, LLC, dba Freedom Car Auctions hereinafter referred to as "Freedom." The parties acknowledge adequate consideration for this Agreement is received by both parties.

### 1. Disclaimers.

a. Each Lot is consigned and sold "AS-IS, WHERE-IS," with all faults and defects and all errors of description via a separate Consignment Agreement from a Seller. Buyer understands that all information concerning any Lot is provided by Seller, and Freedom makes no representations, warranties, or express any opinions concerning any Lot, and does not examine any Lot or component thereof, research title or historical provenance of the Lot, or verify information provided by Seller. Buyer acknowledges that Freedom's only responsibility is to transfer the purchased Lot to Buyer "AS-IS, WHERE IS," upon performance by Buyer under this Agreement. By participating in this Auction, Buyer hereby waives and releases Freedom from any claim, demand, liability, or expense concerning the Lot, including but not limited to negligence, including misrepresentation, breach of contract or breach of warranty. Depending of the state of registration of the Buyer, the Lot purchased by the Buyer may require an inspection and be subject to a state-issued VIN or other requirements, and responsibility thereof relies solely on the Buyer.

b. Buyer represents he has performed a personal inspection of said Lot, and Freedom expressly disclaims all warranties express or implied concerning the Lot. Buyer assumes all risk of any and all nonconformities in any Lot, and further acknowledges that he has not relied upon any written or verbal assumptions by Freedom. Freedom assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer, or any oral or written affirmation, representation, warranty or guarantee concerning any Lot from a Freedom agent, employee, or representative.

c. It is Buyer's responsibility to ensure any purchased Lot complies with any emissions testing requirements within the applicable jurisdiction, and warrants and agrees that he will perform the necessary steps to document the transfer of title in accordance with applicable state law within 15 days of receipt of transfer documentation. Buyer further acknowledges that any and all statements concerning a Lot are provided by the Seller, and assumes all risks associated therewith. Any such issues regarding the aforementioned or concerning non-confirming VINS are solely the responsibility of Buyer.

### 2. Fees/Commissions.

a. A Buyer's Premium of 10% is charged to in person Buyers for vehicles, and 15% for memorabilia purchases. **Internet, phone, or proxy Buyer's premium is 15% for vehicles, and 20% for memorabilia purchases.** Buyer also understands he may be subject to applicable taxes and license fees, and understands that a 5% penalty will be added to the Buyer's Premium if Buyer leaves the auction venue without settling his final account. Sales tax, if applicable, will be charged on the final total of hammer price plus premium. Buyer further acknowledges and understands that for reserve vehicles, the auctioneer reserves the right to place bids on behalf of the consignor up to the reserve amount.

b. Buyer agrees that if he acquires any Lot consigned that is not sold through the auction, Buyer will be obligated, along with the Seller, for the immediate payment to Freedom a commission in the amount of 15% of the sale price.

3. Payment. Buyer acknowledges that the registration fee is paid to participate in the auction is a separate fee and not deducted from any purchase, and any and all fees are non-transferable and non-refundable. Buyer agrees to pay for all purchases by close of business on the day of purchase via U.S. currency, certified check or cashier's check. Both the Buyer's premium and Seller's commission shall be paid in the event of a default. Buyer also agrees to pay any court cost, attorney fees, storage, or other related costs or expenses incurred by Freedom as a result of either default or for nonremoval.

4. Ownership Transfer. Title and ownership of the Lot passes to the highest bidder immediately upon the fall of the Auctioneer's hammer. At said time, Buyer then assumes full risk and responsibility for the Lot, and Freedom shall not be responsible for any damage or loss whatsoever. At said time Buyer will be responsible for and pay the full purchase price plus applicable commissions. Titles/Bills of Sale will normally be delivered to Buyer within 30 days following sale date. Buyer agrees that significant title delays may occur for Lots described as "title in transit," and Buyer shall make no claim for damages as a result of delayed processing as a result. Freedom reserves the right of rescission if transfer documents are not provided by seller.

5. Property Removal, Deadline to Remove. Buyer hereby acknowledges he will remove all property from auction premises no later than 48 hours following the sale. For unremoved Lots, a fee of 1% of the hammer price will become payable by the Buyer per month, until the Lot is removed, with minimum of 8% for any property not removed within 30 days after the sale. Freedom reserves the right to remove said item from the premises and transported and/or stored, and Buyer shall be responsible and liable for any and all towing, storage, labor charges or other costs related thereto. Freedom reserves the right to dispose of any unclaimed property as they see fit after 30 days.

6. Insurance. Buyer is responsible for maintaining full coverage for purchases immediately upon change of ownership.

7. Governing Law. For any default or breach of these terms and conditions by Buyer, or failure to consummate any sale irrespective of reason, Freedom may compel performance and hold Buyer liable for the bid price and any and all commissions. In the event of any dispute, Buyer's claim for damages shall be limited exclusively to actual damages. This Agreement, and any action arising thereof, shall be governed by Texas law excluding its conflicts of law rules. Buyer agrees that the state and federal courts located in Potter County, Texas shall have sole and exclusive jurisdiction. As a result of any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all Freedom's attorney fees, costs and expenses incurred in connection with said proceeding if Freedom is successful.

8. Force Majeure. Should the auction be canceled due to a force majeure event, including without limitation any pandemic, disease, Act of God, or governmental order, Buyer shall be entitled to a refund of his entry fee paid as his sole and exclusive remedy, and Freedom shall have no further liability.

9. Entire Agreement/Severability. This Agreement and any related Clerk Ticket/Contract of Sale, including any and all Auction Block Announcements, comprise the entire agreement between the parties. Said Agreement may not be assigned to any other party. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be fully severable, and the remaining provisions of this Agreement will remain in full force.

11. Appearance Release. Buyer agrees and acknowledges that Freedom has permission to use his or her likeness, appearance and image for any manner of marketing in perpetuity, and waives all residual rights or claims that might arise from use for any purpose at any future date.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



Assigned Bidder Number  
(For Office Use)

## Telephone Bidder Form

Freedom Car Auctions will accept telephone bids from qualified registered bidders who have executed the telephone form in this bidder packet and who have read, understood, and agreed to the Terms & Conditions of this auction. Please make sure to check with the auction company after you have sent in your form to ensure that all your paperwork is in order, and you have been approved to bid by telephone at this auction. Should you have a change in plans on auction day, please make sure the auction company has a daytime telephone number in case we need to speak with you before and on the auction day. A telephone bidder assistant from the auction company will be assigned to you before and during the auction day. This representative will call you before your item is on the auction block.

BIDDER NAME \_\_\_\_\_

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### TELEPHONE NUMBER AT WHICH YOU WILL BE AVAILABLE ON AUCTION DAY

ALTERNATE NUMBER \_\_\_\_\_

LOT NUMBER	YEAR /MAKE / MODEL	BID

I have read, understand, and agree to the Terms & Conditions of this auction and hereby submit these bids. Final bid price for Telephone or Absentee Bidders does not include 15% Buyer's Premium on automobiles or 20% Buyer's Premium on memorabilia lots, or applicable taxes or fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Example Bank Letter

**(Bank Letterhead)**

**(Date)**

Freedom Car Auctions  
16650 Interstate 27  
Canyon, TX 79015

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

Dear Freedom Car 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 Freedom Car Auctions purchases made on **(Date of Sale)**. No stop payment will be issued.

Sincerely,

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**(Bank Officer Signature)**

**(Telephone Number)**

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**(Bidder's Signature)**