



844.399.1050
16650 Interstate 27
Canyon, TX 79015

BIDDER APPLICATION

EVENT: ☐ Choctaw Casino Event Center, 4216 US-69, Durant, OK 74701
☐ Amarillo Tri-State Fairgrounds, 3301 SE 10th Ave, Amarillo, TX 79104

Return completed form to Freedom Car Auctions at:

16650 Interstate 27, Canyon, TX 79015

Email: 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.

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 10% buyers premium, 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 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: _____



[844.399.1050](tel:844.399.1050)
16650 Interstate 27
Canyon, TX 79015

CONSIGNMENT APPLICATION

Bank Letter Guaranty Format:

(Bank Letterhead)

(Date)

Freedom Car Auctions
16650 Interstate 27
Canyon, TX 79015

RE: (Bidder's Name)

This letter shall 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.

If further information is needed, please contact this office.

Sincerely,

(Bank Officer Signature)
(Bank Officer Printed Name)
(Direct Telephone Number)

(Bidder's Signature)



[844.399.1050](tel:844.399.1050)
16650 Interstate 27
Canyon, TX 79015

CONSIGNMENT APPLICATION

Wire Transfer Guaranty Format:

(Bank Letterhead)

(Date)

Freedom Car Auctions
16650 Interstate 27
Canyon, TX 79015

RE: (Bidder's Name)

This letter shall serve as your notification that **(Name of Bank)** will guarantee transfer of U.S. funds, as instructed by **(Bidder's Name)**, up to the amount of **\$(amount)** the next business day following the purchases.

Wire To: FirstBank Southwest
RTN/ABA Number
Beneficiary:
Credit: Freedom Car Auctions
Account: Please contact Bidder Department for account number.

This guarantee of transfer will apply only to Freedom Car Auctions purchases made on **(Date of Sale)**.

No stop payment will be issued.

If further information is needed, please contact this office.

Sincerely,

(Bank Officer Signature)
(Bank Officer Printed Name)
(Direct Telephone Number)

(Bidder's Signature)