

AUCTION REGISTRAION

GENERAL ADMISSION - BIDDER REGISTRATION FEE - RESERVED SEATING: The Bidder Registration Fee is **\$50** per bidder and provides the bidder with: (1) General Admission to the Auction, (1) Auction Catalog, (1) Bid Number & (2) Reserved Seating Cards. General Admission to the auction is **\$10** per person and does not allow you to bid. Seating is limited for General Admission. Reserved Seating is being provided to registered bidders only.

INSTRUCTIONS:

1. Print the Registration Contract and Terms & Conditions of Sale.
2. Review the Terms & Conditions of Sale and Complete the Registration Contract.
3. Be sure to print legibly your company name, name, address, email address and telephone numbers.
4. Check the box that describes how you will be paying. If you are paying for purchases with a personal or company check, be sure to provide a Bank Letter of Guarantee from your bank and write the bank name in the space provided on the Registration Contract.
5. Sales Tax: Dealers must attach a current reseller's certificate along with the registration contract to avoid paying sales tax. Out-of-State buyer's may complete a ST-MV-33 "Affidavit of Exemption for Immediate Removal" for vehicles that will be removed from Maine
6. Driver's License number. Write your license number in space provided. We will photocopy your driver's license at the auction site when you pickup your bid number.
7. Very Important! Sign the bottom of the Registration Contract.
8. If your are paying the Registration Fee by check, mail the signed Registration Contract and check for \$50 to:

Address: Keenan Auction Company
One Runway Rd.
South Portland, ME 04106

If your are paying the Registration Fee by credit card, you may provide the card information in the spaces provided on the Registration Contract and return fax or email the signed contract to:

Fax: (207) 885-5877
Email: info@keenanauction.com

Your bid number and (2) reserved seat cards will be provided to you on the day of sale. An Auction Catalog will be mailed to you upon receipt of your registration contract & fee.

**KEENAN AUCTION COMPANY
BIDDER'S REGISTRATION CONTRACT**

Date: _____

BID # _____

Auction # 07-1

This section to be completed by
Auctioneer

COMPANY NAME: _____
(Please Print)

YOUR NAME: _____

MAILING ADDRESS: _____

TOWN & STATE: _____ **ZIP:** _____

EMAIL ADDRESS: _____

TELEPHONE #: _____ **CELL #:** _____

BANK: _____

I WILL BE PAYING FOR ITEMS PURCHASED BY: ☐ CASH ☐ CHECK ☐ CREDIT CARD
(Visa/MC only)

PURCHASES TODAY WILL BE: ☐ TAXABLE ☐ NON TAXABLE – Maine Sales Tax # _____

DRIVER'S LICENSE # _____ **EXPIRES** _____

BUYER AGREES THAT UPON REGISTRATION TO BID, HE/SHE HAS SEEN AND AGREES TO TERMS AND CONDITIONS OF SALE AND ACKNOWLEDGES A RECEIPT OF COPY OF SAME.

SIGNATURE – TITLE: _____

I WILL BE PAYING MY REGISTRATION FEE OF \$50 BY:

☐ CHECK (Enclose check with registration contract and mail)

☐ CREDIT CARD (Fax or Email registration contract)

☐ VISA ☐ MASTERCARD Cardholder Name: _____

Card # _____ **Expiration** _____ **Code on Back** _____

**TERMS & CONDITIONS OF SALE
UNRESERVED CLASSIC CAR AUCTION 07-1
ERNIE CLAIR, SR. PRIVATE COLLECTION
857 PORTLAND RD., US RT 1, SACO, ME
SUNDAY, SEPTEMBER 30, 2007 AT 1 P.M.**

TERMS: CASH, Cashiers Check, Personal or Business check accepted w/ Bank Letter of Guarantee. Credit Cards: Visa/Master Card Only. Please make all checks payable to the Keenan Auction Company. Complete payment due day of sale. No exceptions.

BUYER'S PREMIUM: In addition to the final bid price, a Buyer's Premium will be added to the final bid for each vehicle purchased. The Final Bid, plus the Buyer's Premium, plus any applicable Sales Tax will equate the total purchase price for that vehicle. Onsite purchases: 12% Buyer's Premium, Absentee Purchases: 12%, Online purchases: 15% Buyer's Premium. Discount for cash or check: 2%.

Bidding and acknowledgment will be by bid number only. Please register with the Clerk. A copy of current driver's license is required at registration. Once you become a winning bidder, risk of loss and title passes according to the Uniform Commercial Code (UCC) and you are responsible for your own merchandise. Please watch your merchandise after you have become the winning bidder. Auctioneer is not responsible for lost, stolen or damaged items. **No purchases may be transferred from one bidder to another; neither prior to nor after payment has been made.**

RISK OF LOSS: Buyer is responsible for all risk of loss or damage immediately upon purchase of the vehicle or item, and Buyers should make their own insurance arrangements prior to attending the auction. Keenan Auction Company provides no such insurance and is not an insurer of any vehicle or other article offered for sale.

SALES TAX: 5% Maine sales tax on all items. Dealers or exempt agencies must provide us with a copy of their annual resale certificate at time of registration. Out-of-state residents must complete a ST-MV-33 "Affidavit of Exemption For Immediate Removal" form from the Maine Revenue Service at time of settlement and prior to removing vehicle to their state.

DOCUMENT FEES: Purchasers of items requiring State of Maine motor vehicle paperwork will be required to pay a \$25.00 documentation fee at time of settlement.

TITLED VEHICLES: A motor vehicle 1991 and older is exempt from a Certificate of Title in the State of Maine. Vehicles, which we have title document to and paid for with a check, buyer will receive title in 10 business days from the date of sale, and upon check clearing auctioneers account.

REMOVAL OF MERCHANDISE: Items may be removed after complete payment has been made. Complete payment must be received TODAY. Removal today until 6PM and Monday, October 1 from 8AM until 12PM. ALL ITEMS MUST BE REMOVED FROM THE SALE LOT AT BUYER'S EXPENSE BY MONDAY OCTOBER 1st AT 12PM. NO EXCEPTIONS. Item not removed by October 1st at 12PM, auctioneer may remove the item with all costs of moving and storage to paid by the Buyer.

DISCLAIMER: While descriptions are believed to be correct, the Auctioneer and the Seller make no warranties or guarantees, expressed or implied as to the genuineness, authenticity of, or defects in any lot, and will not be held responsible for advertising discrepancies or inaccuracies. Purchaser acknowledges that purchaser has had the opportunity to inspect the lots and that everything is sold on an "AS IS", "WHERE IS" basis except as expressly made in writing. No warranties are made as to the merchantability of any item or their fitness for any purpose. Auctioneer and Seller do not guarantee the accuracy or completeness of the information contained

in this catalog. Purchasers should verify and inspect desired items prior to bidding. All statements printed in the auction catalogues, ads, brochures, signs and car cards as well as verbal statements made by the auctioneer or staff, have come from the Seller and are accepted as reliable. Auctioneer assumes no responsibility or liability for representations made by Sellers and shall have no obligation to verify or authenticate such statements or claims. Any announcements made sale day supersede printed information in the catalogues, ads, brochures, signs and car cards.

Purchaser does hereby indemnify and hold harmless Auctioneer and Seller from any and all damages and claims of any type whatsoever, caused during the sale or arising out of the sale, or by the removal of the items purchased.

The Auctioneer reserves the right to bid and to reject any and all bids including any bid, which is only a fractional advance over the preceding bid. The Auctioneer reserves the right to group one or more lots into one or more selling lots and to add to or delete from lots at Auctioneer's sole discretion. Absentee bids will be accepted with proper completion of bid form.

BREACH: Because the Vehicle subject to this agreement is unique, breach of this agreement is not fully remedied by monetary damages. Therefore, in addition to all rights and remedies available in law or equity, Keenan Auction Company shall have the following rights and remedies:

- (i) The right to an order for specific performance requiring Bidder to pay the Final Settlement Figure and take possession of the Vehicle;
- (ii) The right to resell, at public or private auction, any Vehicle upon fifteen (15) days written notice to Bidder and hold Bidder liable for the difference between the amount received at public or private auction and the Final Settlement Figure, plus all costs of storage and removal of the Vehicle, and all costs and expenses of sale;
- (iii) The right to sue for damages in the amount of the difference between the Final Settlement Figure and the fair market value of the Vehicle; and
- (iv) The right to rescind the sale and retain as liquidated damages any amount paid to Keenan Auction Company by Bidder.

Bidder shall be limited to an action for damages against the owner of the Vehicle, without right of rescission, upon the auctioneer's call of "Sold" and Buyer shall not be permitted to maintain any action for consequential damages.

In addition, Buyer agrees to pay any and all charges and expenses incurred by reason of any breach of the Terms and Conditions of Sale, including without limitation reasonable attorney's fees.

If any check given in payment is dishonored for any reason (including but not limited to insufficient funds, stop payment or the like), Buyer agrees, whether such check is signed by Buyer as maker or endorser, that if such check is placed in the hands of an attorney for collection, to pay all reasonable attorney fees incurred, together with all court costs and associated expenses in the event suit is instituted.

PLEASE NOTE: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine 04330. If you do not agree with the Terms and Conditions of the Sale, please return your bidding card to the clerk.

**KEENAN
AUCTION
COMPANY**

AUCTIONEERS - APPRAISERS
ONE RUNWAY RD.
SO. PORTLAND, MAINE 04106
Tel: (207) 885-5100
Fax: (207) 885-5877
Email: info@keenanauction.com
ME.AUCT. LIC. #236

Visit us online at –
www.keenanauction.com