



## **BIDDER AGREEMENT 2021**

p: 602.758.9800 | e: [BLEAuctions@gmail.com](mailto:BLEAuctions@gmail.com)

**PLEASE SUBMIT THE BIDDER AGREEMENT FORM, WITH THE REQUIRED ITEMS LISTED BELOW.**

### **REGISTRATION INFORMATION:**

If you are a dealer we will need a copy of your current dealer license AND a copy of your current state resale/tax ID. You will also need one of the following:

- **Verification of Dealer Ownership** - If you are the principal/owner of the dealership, but your name is not listed on the Dealer License or state resale/tax ID.
- **Dealer Authorization to Bid** - If you are a representative of the dealership and not the principal/owner.

Buyer's premium for vehicle purchases for on-site buyers is 10%. Buyer's premium for vehicle purchases via ZOOM is 12%. Premium will be added to the hammer price.

**BIDDER BADGES WILL NOT BE ISSUED IF APPLICATION IS INCOMPLETE  
OR IF REQUIRED ITEMS ARE OMITTED.**

For assistance please contact us by: **PHONE: 602.758.9800 E: [BLEAuctions@gmail.com](mailto:BLEAuctions@gmail.com)**

1. Completed Bidder Agreement with signature, and initials on each page.
2. Registration Fee - All fees are non-transferable and non-refundable.

### **REGISTRATION PAYMENT OPTIONS:**

**CREDIT CARD** - Please complete the credit card authorization form enclosed

Copy of current driver's license or state ID (Passport accepted for non-US Residents only)

Copy of current auto insurance card or declaration page that is valid through June 4, 2021

**-PROOF OF INSURANCE MUST INCLUDE INSURED'S NAME, POLICY NUMBER AND EXPIRATION DATE**

**Bank Letter of Guaranty** - Bank Letter of Guaranty in U.S. funds. Cashiers will NOT accept checks written against funds from another bank or investment account. A bank statement or verification of deposit will NOT be accepted as a letter of guaranty.

**Bid Deposit in the form of credit card, cashier's check, cash or wire transfer made payable to "BLUE LEAF AUCTIONS"**

Deposit required is **\$2,000 USD**. Personal/business checks will NOT be accepted as a form of deposit. If a vehicle is purchased, you will be required to pay the balance with a cashier's check or wire transfer.

I authorize the investigation of my financial and credit worthiness. **I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF SALE AS STATED ON THE FOLLOWING PAGES OF THIS FORM, WHICH ARE PART OF THIS AGREEMENT.** I understand that if I allow anyone to use my bidder badge, I will be held personally responsible for the purchase of that vehicle. I understand and agree to the Buyer's Premium, Terms and Conditions of Sale, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the fall of the auctioneer's hammer. Sales tax, if applicable, will be charged on the final total of hammer price plus premium. All fees are non-transferable and non-refundable.

**SIGNATURE (Required):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

MIDDLE NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE ISSUED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE #: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

**VIRTUAL ZOOM BIDDING**

Bid early and swiftly in real time with virtual zoom bidding!  
Pre-bids can be placed as soon as the docket goes live prior to the auction starting. You can also watch our interactive live stream and bid on the vehicle in real time from your mobile device as the vehicle cross the auction block.

**TELEPHONE BIDDING (MUST SPECIFY LOT NUMBER)**

I am providing primary and secondary telephone numbers where I can be reached during the event. I understand that I will be contacted approximately 2 minutes before the vehicle cross the block so that I can place bids with an auction representative.

Primary Telephone – : \_\_\_\_\_

Secondary Telephone –: \_\_\_\_\_

I understand it is my responsibility to accept the incoming telephone call for this purpose. If Blue Leaf Auctions is unable to reach me on one of these numbers, I will forfeit my opportunity to bid. **To ensure the accurate placement of any telephone bids, I expressly consent to and permit the recording of all telephone conversations and communications made with Blue Leaf Auctions or any of its representatives, and agree and acknowledge that my telephone conversation may be recorded.** Blue Leaf Auctions cannot be held responsible for errors with respect to the bidding process.

I understand and agree that the contract of sale is entered on the acceptance of the final bid by the fall of the auctioneer's hammer, and that the purchase price payable shall be the sum total of the final bid, the Buyer's premium, and all applicable fees and taxes. I further understand and agree that storage, insurance and shipping is payable in advance, and will be arranged at my request, expense and risk. I also understand that no state or city taxes will be charged to purchased Lots transported out of state by common carrier, when accompanied by a Bill of Lading.

I hereby authorize the verification of my financial information to establish and pre-approve my method of payment for purchases. I have read, understand, and agree to the Terms and Conditions of Sale as stated in the Terms and Conditions section. I also agree to the Buyer's premium of 10% For vehicles purchased in person and 12% for vehicle purchased via Zoom or Telephone, and all applicable taxes and fees.

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE (Required):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

### **1. LIMITATIONS AND DISCLAIMERS**

(A) The vehicle is consigned to Blue Leaf Auctions by a seller with a Consignment Agreement ("Seller"). Each Lot is sold "AS-IS-WHERE-IS", with all faults and defects and all errors of description. Buyer understands that: (i) any and all information concerning any Lot is provided by Seller; (ii) Blue Leaf Auctions does not make any representations or express any opinions of its own concerning any Lot; and (iii) Blue Leaf Auctions does not undertake any duty to examine any component of any Lot, research the title documents or the provenance of the Lot or verify any information provided by Seller for the benefit of Buyer or anyone else. Buyer acknowledges that Blue Leaf Auctions only duty toward Buyer is to transfer the Lot to Buyer "AS-IS-WHERE IS", upon full performance by Buyer under this Agreement. Except with regard to such duty, Buyer hereby waives and releases Blue Leaf Auctions from and against any claim, demand, liability, or expense of any kind arising out of or related to the Lot, expressly including without limitation any assertions of negligence (including negligent misrepresentation), breach of contract or breach of warranty. Buyer agrees not to join Blue Leaf Auctions as a defendant in any action or proceeding arising directly or indirectly out of the condition of the Lot or any alleged representations concerning the Lot, and further agrees to look solely to Seller with respect to such matters. If Buyer fails to comply with this provision, Buyer agrees to reimburse Blue Leaf Auctions for all costs, expenses and fees, including attorney fees, in defense of such claims.

(B) Blue Leaf Auctions expressly disclaims all warranties, express or implied, concerning the Lot, including warranties of merchantability or fitness for any particular purpose. Buyer represents that the amount bid for any Lot is based solely on Buyer's own independent inspection and evaluation of that Lot. As a material inducement to this agreement: (i) Buyer has undertaken to make his own examination of any Lot before bidding; and (ii) assumes all risk of any non-conformities in any Lot. Buyer further acknowledges that he has not relied upon any assumptions regarding Blue Leaf Auctions knowledge concerning the Lot or the Seller, or upon any oral or written representations by Blue Leaf Auctions including without limitation any representations as to condition, year or age, serial or identification number, make, model, mileage, equipment, genuineness or authenticity, originality, previous use or ownership, manufacturing or restoration processes of any Lot or any component of any Lot. Finally, Buyer acknowledges that his invocation of the mediation provision set forth in Section 5(B) below does not create any warranties, express or implied, and that Blue Leaf Auctions shall have no liability to Buyer or Seller as a result of its facilitation of any mediation.

(C) All Statements contained in any catalogs or advertisements of any type pertaining to the sale, including without limitation any statements concerning condition, genuineness or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage of any Lot or of any component of any Lot, are provided by the Seller, not Blue Leaf Auctions, and are either expressions of opinion or are for ease of identification only, and they are not to be relied upon by Buyer as representations of fact. Buyer assumes all risks associated with any non-conformity of any Lot or any component of any Lot. As a condition of participation in the auction, Buyer represents that he will conduct any inspections and examination necessary to satisfy himself of all material facts before making any bid. For vehicles with a Reserve, the auctioneer reserves the right to place bids for the consignor up to the reserve amount.

(D) Neither Blue Leaf Auctions nor any agent, employee or representative of Blue Leaf Auctions has given or authorized any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any Lot. Blue Leaf Auctions assumes no liability for any affirmations, representations, warranties or guarantees made by Seller to Buyer.

(E) Buyer acknowledges that Blue Leaf Auctions must comply with U.S.-mandated economic and trade policies and that such compliance may include reviewing individual customer and/or transactional data for compliance.

**2. COMMISSIONS AND FEES** - (A) A BUYER'S PREMIUM OF 12% IF BIDDING ON ZOOM AND 10% IF BIDDING IN PERSON OF FINAL BID PRICE IS PAYABLE FOR ALL VEHICLE LOTS ). Buyer understands that this fee will be automatically included in the final settlement figure, and that he will be subject to applicable taxes and license fees. Buyer understands and agrees that a 2% 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.

**3. PAYMENT** - (A) All bidder fees are non-refundable and non-transferrable. (B) A valid method of payment must be submitted for each auction. Buyer shall bring a bank reference and a copy of Buyer's signature certified by that bank. Buyer agrees to pay for all Lots on the day of sale in U.S. currency, certified check or cashier's check. There shall be no deviation from this provision without the prior written consent of Blue Leaf Auctions. Buyer hereby authorizes Blue Leaf Auctions to recover lost commissions or fees due to Blue Leaf Auctions should Buyer default and charge this amount to Buyer's credit card on file or to recoup such commissions or fees through any other available means of payment. (C) Buyer acknowledges and agrees that he is expressly prohibited from submitting a bid for purchase of any Lot if any such single or cumulative bid(s) exceed(s) Buyer's credit limit then on file with Blue Leaf Auctions for the auction. If Buyer circumvents this provision and succeeds in entering a winning bid in excess of his credit limit, Buyer hereby warrants and agrees that he shall remain fully liable to Blue Leaf Auctions and to Seller for the complete purchase price, plus applicable fees and commissions, and that funds shall be remitted to Blue Leaf Auctions on the day of sale. (D) Should Buyer default upon the purchase for any reason, Buyer agrees to pay Blue Leaf Auctions the full sum of both the Buyer's premium and Seller's commission. This sum is due and payable without relief. Buyer also agrees to pay any court cost, attorney fees, storage, or other related cost or expense of any kind or nature whatsoever incurred by Seller or Blue Leaf Auctions as a result of Buyer's default. This provision is in addition to and in no way supersedes or replaces Buyer's financial responsibility regarding such purchase. E) If Buyer is an absentee bidder, Buyer may complete a preauthorized deposit of \$2,000 that will be placed on the Buyer's credit card at time of registration and not removed until the conclusion of the auction. If Buyer is the high bidder on a Lot, Blue Leaf Auctions reserves the right to process at any time all pre-authorized deposits until full payment has been received by Blue Leaf Auctions. If Buyer is not the high bidder on any Lot, any pre-authorized deposits will be returned.

**4. PASSING OF TITLE** - (A) Upon the fall of the Auctioneer's hammer, title of the offered Lot will pass to the highest Bidder acknowledged by the Auctioneer, subject to the conditions set forth herein, and at such time Buyer: (i) assumes full risk and responsibility for the Lot and neither Blue Leaf Auctions nor its agents shall be responsible for the loss of, or any damage to, any article due to theft, fire, breakage or any cause whatsoever; (ii) will sign the contract of sale confirming purchase of the Lot and any related purchase documents; (iii) will pay the full purchase price plus applicable commission; (iv) will ensure the purchased vehicle complies with any emissions testing requirements in the applicable jurisdiction; and (v) warrants and agrees that he will perform the necessary steps to document the transfer of title in accordance with applicable state law within 30 days of receipt of transfer documentation from Blue Leaf Auctions. (B) Buyer must remove all property from auction premises not later than 72 hours following the sale, unless otherwise specifically instructed in writing by Blue Leaf Auctions. (C) Lots, titles and/or bills of sale will only be released in the case of cash purchases. In all other cases the title and/or bill of sale will normally be delivered to Buyer within 30 days following the sale. For vehicles described as "title in transit", Buyer agrees that significant title delays may occur and that Buyer shall make no claim for damages or otherwise against Blue Leaf Auctions as a result of any such delays in title processing, and that, in Blue Leaf Auctions sole discretion, Blue Leaf Auctions may unwind or rescind the sale if needed. (D) If Buyer or Buyer's representative drives a vehicle on the auction site, all applicable Motor Vehicle Laws must be observed at all times. Buyer is responsible for providing proof of current insurance for each auction event. (E) Prior to driving any vehicles purchased at auction, Buyer agrees to check or inspect any safety or driving components or mechanisms of such vehicles. (F) Buyer acknowledges the final vehicle description may vary from previous printed catalog or online description and the final vehicle description announced on the auction block and contained in the car card supersedes any such previous vehicle description.

**BUYER'S INITIALS:** \_\_\_\_\_

**5. REMEDIES; GOVERNING LAW; EXCLUSIVE JURISDICTION**

(A) In the event Buyer breaches these terms and conditions or fails to consummate the sale for any reason, Blue Leaf Auctions may, in addition to and not in lieu of any rights available at law or in equity, and at its sole discretion: (i) compel specific performance and hold Buyer liable for the bid price plus commissions; (ii) resell any Lot by public or private auction for Buyer's account and risk and hold Buyer liable for all damages, including the difference between the bid price and resale price, Blue Leaf Auctions full commission on the bid price, all costs for resale (including commissions), attorney fees and consequential damages; or (iii) cancel the sale and retain all payments made by Buyer, including any advance deposits, as liquidated damages and not as a penalty. (B) Unless otherwise prohibited by law, before Buyer may initiate any legal proceeding arising out of or relating to any sale occurring as a result of this Agreement, including, but not limited to issues related to Seller's representations or statements concerning condition, genuineness

or authenticity, origin or provenance, previous use or ownership, manufacturing or restoration processes, year or age, serial number, make, model or mileage, or any other representation made regarding any Lot, Buyer shall submit to a mediation with Seller to be facilitated by Blue Leaf Auctions or its designee on the terms and conditions set forth by Blue Leaf Auctions. Blue Leaf Auctions or its designee will facilitate this mediation in good faith in an effort to resolve any such dispute. If the parties are unable to reach an agreed resolution, or if Blue Leaf Auctions in its sole discretion determines this effort or the prospect of mediation to be unsuccessful, Seller and Buyer may thereafter resolve their dispute through appropriate legal channels. If Buyer avails himself of this mediation provision, Buyer must request a Request for Mediation form from Blue Leaf Auctions and submit the completed form in accordance with the instructions contained therein to begin the mediation process. The form must be submitted within 30 days from the date of purchase of the vehicle or Buyer shall be deemed to have waived and forfeited the opportunity to request mediation assistance from Blue Leaf Auctions. (C) Buyer acknowledges that Blue Leaf Auctions may have an interest in commissions resulting from the resolution of a dispute through this mediation process. Buyer hereby waives any potential or actual conflict of interest inherent in such a mediation process and agrees to defend (using counsel reasonably acceptable to Blue Leaf Auctions), indemnify and hold Blue Leaf Auctions harmless for, from and against any claims, demands, actions, judgments, liabilities, losses or expenses (including attorney fees) arising from or related to Blue Leaf Auctions mediation of any dispute arising out of or relating to this Agreement, excepting only those matters arising out of Blue Leaf Auctions willful misconduct. (D) Notwithstanding the foregoing, and in the event the mediation referenced in section 5(B) is not requested in a timely fashion or is unsuccessful, Buyer's sole and exclusive remedy shall be an action for actual damages against Seller. Buyer shall have no right to revoke acceptance of any Lot after the fall of the hammer, and Buyer shall have no right to maintain any action for consequential damages. (E) Buyer's invocation of the mediation provisions of this Agreement shall not create any warranty or any other liability between Blue Leaf Auctions and Buyer. As stated in section 1(B) above, Blue Leaf Auctions expressly disclaims all warranties, express or implied, concerning the Lot, including the warranties of merchantability or fitness for any particular purpose(s). (F) In the event of any dispute between Buyer and Blue Leaf Auctions arising out of or related to this Agreement or its subject matter, Buyer's claim for damages shall be limited exclusively to actual damages, and shall not include consequential damages, or incidental or other special damages. (G) This Agreement, and any action arising out of or based on it or its subject matter, shall be governed by Arizona law excluding its conflicts of law rules. Buyer agrees that the state and federal courts located in Maricopa County, Arizona shall have sole and exclusive jurisdiction over any action, dispute, or proceeding relating to or arising out of this Agreement or its subject matter, and Buyer hereby waives any objection to venue laid therein. Buyer further agrees that the state and federal courts located in Maricopa County, Arizona shall have personal jurisdiction over Buyer for the purposes of any action described above. In any litigation or proceeding arising out of or related to this Agreement, Buyer agrees to pay all of Blue Leaf Auctions attorney fees, costs and other expenses incurred in connection with the litigation or proceeding if Blue Leaf Auctions is successful in such litigation or proceeding. (H) Should the auction be canceled by Blue Leaf Auctions due to a force majeure event, including without limitation Act of God, disease, pandemic, or governmental order, Buyer shall be entitled to a refund of his entry fee paid as his sole and exclusive remedy, and Blue Leaf Auctions shall have no liability to Buyer.

**6. ENTIRE AGREEMENT** - This Agreement and related Contract of Sale contain the entire agreement between Buyer and Blue Leaf Auctions pertaining to the subject matter described herein. Any terms proposed by Buyer orally or in writing which add to, vary from or conflict with this Agreement shall be void, and the Agreement shall constitute the complete and exclusive statement of the agreement between the parties and may be modified only by written instrument executed by the authorized representatives of both Buyer and Blue Leaf Auctions and which expressly modifies the Agreement.

**7. APPEARANCE RELEASE** - By completing this Bidder Agreement, Buyer hereby acknowledges he has given Blue Leaf Auctions, its licensee, permission to use his likeness, voice, and image for, Internet, video screens, videos, still photography and/or any other visual/ audio recording or program. Buyer hereby waives all residual rights or claims that might arise from use of his picture or likeness for any purpose at any future date. Entry into the auction site constitutes acceptance of the terms and conditions.

**8. SEVERABILITY** - If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law: (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this agreement; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and this Agreement shall be deemed reformed accordingly.

**9. ASSIGNMENT** - This Agreement, and any and all rights, obligations, claims or causes of action arising from it or its subject matter, may not be assigned to or acquired by any other person or entity without Blue Leaf Auctions prior written authorization.

**BUYER'S INITIALS:** \_\_\_\_\_

## **ONE TIME CREDIT CARD PAYMENT AUTHORIZATION FORM**

**SIGN AND COMPLETE THIS FORM TO AUTHORIZE BLUE LEAF AUCTIONS  
TO MAKE A ONE TIME DEBIT TO YOUR CREDIT CARD LISTED BELOW.**

**By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.**

Please complete the information below:

I authorize Blue Leaf Auctions to charge my credit card account indicated below for:

**Bidder Deposit: \$2000.00 ( Two Thousand Dollars ) USD**

**BILLING ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CVV:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

Account Type:      Visa              MasterCard              AMEX              Discover

Cardholder Name:

Account Number:

Expiration Date:

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.