



***"Where Great Cars Are Bought & Sold!"***

P.O.Box 4160, Seminole, Florida 33775

800-237-8954 / 727-424-1942 / Fax: 727-563-980

# **WELCOME TO AMELIA ISLAND 2019!**

## **March 8 -9 2019**

### **BIDDER PACKAGE**

**Please - Read, Complete, and Sign all documents plus Supply all documentation required.**



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[www.HollywoodWheels.com](http://www.HollywoodWheels.com)

Dear Bidder,

On behalf of myself and the entire staff of Hollywood Wheels Auctions & Shows, we wish to thank you for your interest in bidding on a vehicle in our upcoming auction. So lets get started! Enclosed in this packet is all the information needed to be bidder at our auction. Take a few minutes to complete the procedures listed on the instruction page, please return this packet to us as soon as possible.

If at any time you are having trouble understanding, or just have questions about the this packet and its forms, please do not hesitate to give us a call. One of our staff will be glad to walk through the process, explaining any questions you may have.

All of us at Hollywood Wheels Auctions & Shows want you to know how valued and important you are to us. So WELCOME to our family! If any assistance is needed, just ask. Please remember you will not be assigned a bidder number until this packet is completed and payment is received.

You also will need to sign in at the Auction's Bidder Office with your Photo ID to receive your Bidder's Pass with your number on it.

Thank You for your business and all future business, our commitment to you is our passion!

Exceeding your reserves in the Marketplace,

*Mike Flynn Jr.*

Mike Flynn Jr.  
President  
Hollywood Wheels Auctions & Shows



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### **INSTRUCTION PAGE**

Initials

- 1 \_\_\_\_\_ Complete, Sign the Bidder / Purchaser Agreement
- 2 \_\_\_\_\_ Read and Sign the General Rules page
- 3 \_\_\_\_\_ Valid Bank Letter of Credit ( must match the sample letter)
- 4 \_\_\_\_\_ Copy of valid Drivers License (readable - enlarge if possible)
- 5 \_\_\_\_\_ Dealers (if applicable) - Copy of Dealer License and Tax ID
- 6 \_\_\_\_\_ Payment of Bidder's Fee

Check - made payable to Hollywood Wheels Auctions

Credit Card - Complete and Sign the Credit Card

Authorization Form enclosed

Upon completion and initialing each of the above steps, you acknowledge that you have read and understand all of the documents in this Bidder's Packet.

**Bidder's Signature** \_\_\_\_\_

**NOTE:** This packet and payment must be received before a number will be assigned to you.

**Thank You for becoming a Bidder at our Auction!**

Bidder Fee: \$200

**No Vehicle Purchased** will be released until 30 minutes after end of auction for that day. During Auction - no vehicle can be started or driven inside the building or garage.

**NO EXCEPTION!!**

All Vehicles must be pick up within 48 hours after end of Auction



# HOLLYWOOD WHEELS AUCTIONS & SHOWS

P.O. Box 4160 - Seminole, Florida 33775 - 800.237.8954 or 727.424.1942

## BIDDER / PURCHASER AGREEMENT

Bidder's Name		Bidder's Address	
City	State	Zip Code	Cell Number
E-mail Address			Home Number
Driver's License Number		DL State	Fax Number

Auto Dealership Name: (if Applicable)		Dealership Address	
City	State	Zip Code	Phone Number - with extension
Dealer's License Number		State Issued	Resale Tax ID Number

Bidding Limit Desired	Letter of Guarantee	Method of Full Payment for Vehicle
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By Signing this Agreement, Signor affirms he / she has read the General Rules and Terms on both sides of this Agreement and states that he / she will abide by the General Rules and Terms in their entirety.

Bidder's Signature \_\_\_\_\_ Date \_\_\_\_\_

### General Rules - (continues on the back)

- You must be registered and have a bidders number to bid, NO bids will be taken from unregistered bidders!
- You must register for EACH auction in the Auction's Bidder Office to receive your Bidders Number.
- You may pre-register by Mail, Fax, or register at the Auction's Bidder Office (pre-registration will save you waiting in line at Auction Site.)
- You must have valid photo identification with you. (drivers license, passport) - Dealers also need a copy of License, Tax Id.

#### PAYMENT TERMS:

- Cash
- Certified Funds
- Wire Transfer
- Personal or Company Check

with a Bank Letter of Guarantee ( Letter must match our sample letter.)

- Buyers Premium will be added automatically to the purchase price upon settlement and payable without relief to the auction company.

Sales tax is governed by the state where the vehicle will be titled, and may be collected at the auction

- You must pay the stated sum in accordance with the following schedule:

#### Buyers Premium

**8% Vehicles - 15% Memorabilia**

#### Sales Tax (if applicable)

**each State %**

- Payment is required by end of that Auction day unless other terms are pre-arranged.

The bidder will be afforded with every opportunity to view all lots prior to auction, However the bidder must understand that he / she is buying property entirely upon his / her own, or his / her agent's examination and opinion. All lots are sold "AS IS, WHERE IS". Any guarantees written or implied to the authenticity, originality, or condition of any lot are **NOT the guarantee of the Auction Company**, and should be determined by the bidders own inspection and discretion.

**ALL BIDS ARE FINAL AT AUCTION.** There is no "Cooling Off Period". If you are awarded the final bid, ownership changes hands at the drop of the Gavel. You own the Lot (vehicle or memorabilia) and are responsible for payment in full.

## GENERAL RULES

1. HOLLYWOOD WHEELS is merely performing an auction service, and is responsible only for their warranties and guarantees set forth herein, herein referred to as Auction Company.
2. Purchaser agrees to accept ownership of merchandise/property at the fall of the gavel and he/she willingly assumes all responsibility and liability for said merchandise/property at that time and without exception.
3. Purchaser's Agreement: PURCHASER agrees to purchase Said Lot for purchase price of last bid plus buyer's premium; that upon making settlement that NO stop payment of funds will be honored; and any stop payment order of check or giving a check which is returned marked "insufficient funds", shall be deemed by the parties to be prima facie evidence of Fraud existing at the time the transaction was consummated and shall be construed by the parties as an intent to defraud in order to consummate the transaction.
4. All transactions are to abide by the Laws and Rules of Uniform Code of the state in which the sale is held.
5. All bids are to be per lot unless otherwise mentioned by the Auctioneer.
6. The highest bidder is to be the buyer. In all cases of disputed bids, the lot shall be resold, but the auctioneer will use his judgment as to the good faith of all claims and his decision is final.
7. BIDDERS are required to register and give full identification prior to bidding and are required to use the number issued to them when identifying themselves as the successful bidder. Invoicing on purchases will be done according to the information on Bidder's application.
8. Automobiles are offered for sale by Lot Number. The auctioneer will accept bids from the bidders present in the room, absentee bidders by telephone, or absentee bidders who leave written bids in advance of the auction. The auctioneer may also execute bids in response to salesroom, telephone, or absentee bids. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor at or above the reserve. Further, the consignor has the right to "lift" the reserve price whereupon it will be sold to the highest bidder at the hammer. When the reserve has been lifted, the auctioneer will duly announce it.
9. The seller will afford every opportunity to view all lots prior to sale. However, the purchaser must understand that he/she is buying property entirely upon his own or his agent's examination and opinion. All lots as sold "AS IS, WHERE IS." Any guarantees written or implied to the authenticity, originality, or condition of any lot are not the guarantee of the Auction Company and should be determined by the purchaser's own inspection and discretion.
10. SHOULD any dispute arise after the sale, the auctioneer's records shall be conclusive in all respects.
11. HOLLYWOOD WHEELS IS NOT RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED PROPERTIES.
12. HOLLYWOOD WHEELS IS NOT LIABLE FOR ANY THIRD PARTY LIABILITIES. HOLLYWOOD WHEELS is not responsible for any and all liabilities.
13. HOLLYWOOD WHEELS will supply an area for cars that do not reach agreeable sale price, so as to endeavor to secure a proper buyer for the seller / consignor.
  - a. This area will be staffed by HOLLYWOOD WHEELS to accept offers on such vehicles.
  - b. Any and all vehicles sold in this manner will be sold by the same terms as cars sold on the auction block.
14. HOLLYWOOD WHEELS is entitled to any fee on any vehicle sold due to Hollywood Wheels event up to 30 days after said event.
15. HOLLYWOOD WHEELS shall be entitled to any Attorney's Fees incurred in the enforcement of this rules contract or the enforcement of Sell/Buy Agreement.
16. Upon being high bid, you are responsible to pay end hammer price plus auction fee. Non-payment will deem you liable for any losses incurred in the resale of said lot # to include, but not inclusive of freight, storage, differences in received value, auction fees.
17. Purchaser authorizes, without further notice, HOLLYWOOD WHEELS to recover any deficiencies due seller and/or HOLLYWOOD WHEELS and to
18. If the buyer fails to comply with any of these General Rules and Terms HOLLYWOOD WHEELS may, in addition to asserting all remedies available by law including the right to hold such defaulting buyer liable for the purchase price (I) cancel the sale, retaining as liquidated damages any payment made by the buyer, (II) resell the property without reserve at public auction or privately on seven days notice to the buyer or (III) take such action that we deem necessary or appropriate. If HOLLYWOOD WHEELS resells the property, the original defaulting buyer shall be liable for the payment or any deficiency in the purchase price and all costs and expenses, including warehousing, the expense of both sales, responsible attorney's fees, commission, incidental damage and all charges due hereunder. In the event that such buyer pays a portion of the purchase price for any or all lots purchased, HOLLYWOOD WHEELS shall apply the payment received to such lot or lots that HOLLYWOOD WHEELS, in our sole discretion, deems appropriate. Any buyer who fails to comply with these General Rules and Terms will be deemed to have granted HOLLYWOOD WHEELS a security interest in, and HOLLYWOOD WHEELS may retain as collateral security for such buyer's obligation to Hollywood Wheels any property in Hollywood Wheels possession owned by such buyer, HOLLYWOOD WHEELS shall have benefit of all rights of a secured party under the Uniform Commercial Code adopted in the state where the auction is held. This agreement shall be governed by and interpreted under the laws of Florida. By signing this document, both parties agree that any action that must be taken to enforce the terms of this agreement shall be brought in the Circuit Court of Pinellas County, State of Florida.
19. Any litigation brought forward by bidder/purchaser will be against seller. Hollywood Wheels is merely performing an auction Service, and does not own the property. litigation, bidder/purchaser will not be entitled recovery of fees earned by Auction Co. Duly performing its service.
20. Vehicles identified as having "matching numbers" may have additional seller requirements. Review the "matching numbers" forms for additional information.
21. Please be advised that the auction you are attending may be televised live or on a tape delayed basis. Your presence in the general location constitutes your consent to Hollywood Wheels and its licensees to use your image, voice, and likeness throughout the universe, in any and all media, in perpetuity as well as to live transmission on HD Theater. This also applies to any guests or family members that are with you.

### TERMS

1. Buyers are subject to premium at end hammer price.
2. Titles on purchased vehicles will be processed within 14 working days contingent upon confirmed payment.
3. All purchases must be paid for by the end of that Auction day.

Bidder's Signature: \_\_\_\_\_

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

A bank letter **MUST** match title's wording **EXACTLY** in order for it to be valid.

Hollywood Wheels will need this original letter (not just a copy/fax) on bank letterhead by auction day.

Without a bank letter, you will be required to leave \$500 non-refundable deposit. (See "PAYMENT TERMS" on the bidder's form.)

# ( SAMPLE )

OF A BANK LETTER OF GUARANTEE

(NOTE: THIS IS TO BE PRINTED ON BANK or FINANCIAL LETTERHEAD)

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

**TO:** Hollywood Wheels  
P.O. Box 4160  
Seminole, Florida 33775

**RE:**

Dear Sirs:

This letter will serve as your notification that \_\_\_\_\_ Bank will honor / guarantee payment of any check(s) written by \_\_\_\_\_ up to the amount of \$ \_\_\_\_\_ (USD) drawn on account # \_\_\_\_\_, or the said bank will honor the electronic transfer of US funds as directed by Hollywood Wheels, up to the amount specified, the first business day following the auction.

This guarantee of check(s) will apply only at the Hollywood Wheels Auction for purchase made on the days of \_\_\_\_\_.

***NO STOP PAYMENTS WILL BE ISSUED.***

If further information is required, please feel free to contact this office.

Sincerely,

\_\_\_\_\_  
(Bank Officer's Signature)

Telephone # \_\_\_\_\_

\_\_\_\_\_  
**BIDDER'S SIGNATURE**

