



THE BRANSON AUCTION

BUYER AGREEMENT

1. All sales are final and all items are sold "AS IS WHERE IS" with no warranties or guarantees of any type expressed by Collector Cars International, a Missouri Corporation, doing business as Branson Collector Cars LLC, and The Branson Collector Car Auction LLC both jointly and severally, heretofore known as "Branson Collector Cars" and herein after called "BCCA". Any warranty or guarantee made by the Seller to the Buyer must be in writing on a separate sheet, signed by both parties and notarized. In no event shall BCCA, the auctioneer, any employee, agent or associate of BCCA be responsible or liable for such warranties or guarantees whatsoever whether written, oral or implied. BCCA acts solely as an agent and is not a party to any contract to the sale of any item sold.
2. All statements printed in BCCA ads, catalogs, 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. BCCA assumes no responsibility or liability for representations made by Sellers and shall have no obligation to verify or authenticate such statements or claims. It is the responsibility of the Buyer to ascertain by his own means the correctness of a vehicle year, model and body style, and it is buyers own diligence to determine accuracy, correctness, and condition of vehicle and all related material prior to placing any bids. Any and all bids placed will be conclusive proof the buyer has preformed such diligence. Any announcements made on the day of the auction take precedence over ads, catalogs, brochures, signs and car cards of other previously announced or documented information, but do not alter in any way the basic terms and conditions of the sale.
3. Payment shall be made directly to BCCA as acting agent of the Seller from the Buyer by the end of the auction. Payment of funds due Buyer from any other transaction may be withheld from Buyer and applied to other purchases made by Buyer. All payments must be made in the form of cash (\$2500.00 cash deposit at time of registration), cashier's check, financial service company, business or personal check backed by an irrevocable bank letter of guarantee stating the amount to be honored by the bank, or wire transfer backed by an irrevocable bank letter of guarantee stating the amount to be honored by the bank. Drafts are not acceptable. Buyer will pay an 8% buyer's fee on all vehicles and a 10% buyer's fee on all collectible items. Buyer will pay all applicable sales taxes or furnish signed and valid certificate of sales tax exemption and dealer's license number. Title for any titled item purchased may be withheld until the Buyer's funds clear the Seller's of BCCA's bank account. All purchases made under the same Bidder's number shall be one transaction regardless of methods of payment. Subject to federal law, all cash transactions in excess of \$10,000 will be reported to the Federal Government.
4. Unless an item is advertised or announced otherwise, each item is offered subject to the reserve price of the Seller. When an item is sold with reserve, the auctioneer may bid on the Seller's behalf in an amount not to exceed the reserve price.
5. The seller shall provide an accurate odometer statement as required by Federal Law. BCCA does not in any way guarantee the odometer reading to be actual, true or correct.
6. When the auctioneer says "SOLD", the ownership shall pass to the successful buyer, who assumes full risk and responsibility at that time. Neither the Seller nor BCCA assume any responsibility for any loss, damage caused by another party, fire, theft or mechanical failure and buyer shall defend, indemnify and save harmless Seller and BCCA from any liability. All items shall be revoked from the sale area by the Buyer at the Buyer's expense within the time period announced by the auctioneer. BCCA shall in no event be liable for the removal of any sold item.
7. The Buyer credentials are nontransferable. All bids made by the holder of the credentials will be the responsibility of the Buyer. BCCA auctioneers may without giving any reason refuse to accept the bidding of any person. BCCA reserves the right to refuse registration of bids from any person or legal entity which does not agree to comply with these terms and conditions.
8. In the event of Buyer's default on any terms herein, including but not limited to dishonored checks (insufficient funds, stop payment or the like) any item, vehicle, thing, things, title or titles from any purchase or transaction made with same Bidder's number may be held until all issues are resolved and payment in full is received, and BCCA or assigns shall be entitled to attorney fees incurred in the enforcement of this contract. If Buyer sues BCCA and does not prevail, Buyer will reimburse BCCA for all reasonable legal fees and expenses connected with such suit. Buyer acknowledges that BCCA is a Missouri corporation with its principal place of business in Branson, Missouri. The parties agree that this contract shall be construed under the substantive laws of the State of Missouri, that the State Courts of Missouri shall have exclusive jurisdiction over any action brought to enforce the terms of the contract or over any action arising out of the underlying transaction(s) with BCCA and venue may be had in the Taney County Court system in the State of Missouri.
9. All Buyer's attending this auction agree that they have read and fully understand these terms and any bids shall be conclusive proof that the Buyer has made himself acquainted and agrees to thereby become legally bound by signature.
10. This Buyer Agreement hereby takes precedence over previously written and/or printed Buyer Agreements, effective June 16, 2010.

Signed: _____ Date: _____

Printed: _____