



## BUYER'S AGREEMENT

**“DEFINITIONS”** Buyer understands and agrees that Leake Auction Company is acting in the capacity of agent for the Seller of the Vehicle. Leake Auction Company is the “Auctioneer” as used herein and are referred to in various agreements by and between Buyer, Seller and/or Auctioneers as either “Leake”, or “Auctioneers” and said terms include all officers, agents, employees and staff of Leake Auction Company. The term “Vehicle” as used herein shall mean any vehicle, item, object, personality, thing or things sold to Buyer pursuant to the Purchase Invoice and Bill of Sale and the instruments collateral thereto. To determine the identity of any other information regarding the Seller of a particular Vehicle, Buyer should see an auction clerk located in the auction office and request such information prior to bidding on a Vehicle. All statements printed in any catalogs, ads, brochures, signs and/or car cards, as well as verbal statements made by the Auctioneers have come from the Seller and Auctioneers have not verified said statements nor do Auctioneers make any representation as to the truth of said statements. Unless otherwise stated, assume vehicles are non-matching numbers and mileage is non-actual. BUYER ASSUMES ALL RISK FOR RELIANCE ON SAID STATEMENTS.

**“AS IS, WHERE IS.”** Buyer hereby expressly acknowledges and agrees that Buyer has or will thoroughly inspect and examine the physical condition of the Vehicle to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the value of the Vehicle purchased. Buyer hereby further acknowledges and agrees that Buyer is relying solely upon the inspection, examination and evaluation of the value of the Vehicle by Buyer, and that Buyer is purchasing and accepts the vehicle on an “**AS IS, WHERE IS**” and “**WITH ALL FAULTS**” basis, without representations, warranties and/or covenants, express or implied of any kind or nature. The express intention and understanding of Buyer, Seller and Auctioneers is that **Buyer shall purchase the vehicle without any representations, warranties or covenants, express or implied, from Seller or Auctioneers. The only warranty made by the Seller is to the warranty of title.** In consideration of Seller’s agreement to sell the Vehicle, and Auctioneers’ permission to Buyer to participate in the auction, and other good and valuable consideration, *BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, AND/OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER OR AUCTIONEERS. ANY REMEDY FOR BREACH OF CONTRACT WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED.* **Buyer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from this transaction, as are any warranties arising from a course of dealing or usage of trade, and that neither Seller nor Auctioneers have warranted and will not warrant, that the Vehicle now or in the future will meet or comply with the requirements of any code or regulation of any state or any other authority or jurisdiction.** Buyer understands and agrees that Auctioneers have not inspected the vehicle nor verified any statements made by Seller, and Buyer releases Auctioneers of and from any duty to do so and of all negligence on the part of Auctioneers for failing to do so. Without limiting the generality of the foregoing, Buyer hereby assumes all risk and liability (and agrees that neither Seller nor Auctioneers shall be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, maintenance, repair or operation of the Vehicle. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you if you reside outside of Texas.

**“LIMITATION OF LIABILITY AND INDEMNIFICATION”** Buyer agrees to indemnify, defend, and hold harmless the Auctioneers, their employees, their officers and agents from any liability or claim of liability for any and all personal injuries, accidents, loss, claim or property damage suffered by Buyer which is proximately caused by the negligence or gross negligence of the Auctioneers and/or the Seller.

**“ATTORNEYS’ FEES”** If Buyer sues Auctioneers and does not prevail, or if the suit is settled for an amount less than the original demand made by the Buyer, Buyer will reimburse Auctioneers for all reasonable legal fees and expenses connected with such suit.

**“ENTIRETY OF AGREEMENT”** This instrument together with the Bidder’s Registration Card, Clerk Ticket, Purchase Invoice and Bill of Sale and Consignment Information & Selling Agreement (if applicable) comprise the entire agreement of the parties and shall be binding on them and their respective heirs, personal representatives and assigns. The Buyer is hereby notified that, to the extent that the terms and definitions contained in the Bidder’s Registration Card, Clerk Ticket, Purchase Invoice and Bill of Sale and Consignment Information & Selling Agreement are in conflict, the terms and definitions contained herein shall supersede and replace the conflicting provisions contained in said Bidder’s Registration Card, Clerk Ticket, Purchase Invoice and Bill of Sale and/or Consignment Information & Selling Agreement. All other provisions in said documents remain the same.

**“MODIFICATION”** This instrument shall not be modified except in writing, and signed by an officer of the auctioneers in the auction office.

The party signing this agreement represents that he/she either signs as the Buyer or has Buyer’s authority to sign this agreement and that by so signing, Buyer agrees with same, and that said agreement is signed voluntarily. FURTHER THE SIGNING OF THIS AGREEMENT AFFIRMS THAT THIS DOCUMENT HAS BEEN READ IN FULL AND THAT BY SO SIGNING, THE BUYER GIVES UP RIGHTS AND CLAIMS THE BUYER WOULD OTHERWISE HAVE UNDER TEXAS LAW.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Buyer agrees to pay the Buyer’s  
Premium and any other applicable fees.  
10% buyer’s premium on Vehicles  
15% buyer’s premium on Collectibles**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date