



BUYER AGREEMENT
Office Copy

“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 purchase of the vehicle. The term “Vehicle” as used herein shall mean any vehicle, item, object, personalty, or thing sold to Buyer. Buyer hereby further acknowledges and agrees that Buyer is relying solely upon the inspection, examination and evaluation 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 covenants, express or implied, of any kind or nature. The express intention of Buyer, Seller and Leake Auction Company (Leake is sometimes referred to herein as “Auctioneers”) is that Buyer shall purchase the vehicle without any representations, warranties or covenants, express or implied, from Seller or Auctioneers, other than the warranty of title. In consideration of Seller’s and Auctioneers’ agreement to sell the vehicle, permit 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 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. Buyer hereby further acknowledges and agrees that warranties or 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. 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.

Purchaser buys entirely on his own examination. Unless otherwise stated, assume vehicles are non-matching numbers and mileage is not actual.

Vehicles sold at auction have not been smog tested. Please be aware that vehicles purchased at auction may need additional modifications to pass inspection in your state.

The party signing this agreement represents that he or she has Buyer’s authority to sign this agreement and that this is the act and agreement of Buyer.

_____ **Buyer Premium – 10% Vehicles / 15% Collectibles**

Bidder/Buyer

Date

Clerks initials: _____