

OC Collector Car Auction Seller Documentation Kit



COLLECTOR CAR AUCTION
May 14 & 15, 2015
Ocean City Convention Center
Preview 10am
Live Auction 11 on Both Days
Hot Rods • Muscle Cars
Sports Cars • Exotic Cars and More

**Exotic & Specialty Vehicle
Auction**
Saturday, May 16, 2015
Preview 9am • Auction 10am

*Buyer / Seller
Forms*

For information on buying or selling a car please contact Express Auctioneers at 410-243-9999 or 410-365-2759 or visit occollectorcars.com.

The following kit contains any and all of the documentation for the upcoming
OC Collector Car Auction.

If you are a **Seller** – Someone desiring to Sell an automobile at the event, then you will want to fill out and sign the appropriate **Seller** forms.

Some people will want to be both **Buyer** and **Seller**. You will want to fill out and sign all of the appropriate Buyer and Seller forms.

If you have any questions or comments, please email them to:

ExpressAuctionInfo@Gmail.com

Good luck and good bidding – Larry A. Makowski, Auctioneer



Seller forms follow

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SELLER



Terms of sale listing and selling contract agreement

1. Vehicle consignment agreement

THIS confirms arrangements whereby you are consigning to Express Auctioneers. The vehicle identified on the registration form, which we will offer for sale subject to the provisions set forth herein.

FOR its services, I hereby agree to pay Express Auctioneers a non-refundable consignment fee of \$150 per vehicle, and a commission in the amount as set forth in the sellers: Commission- Schedule
Commission is based on the way the vehicle was cosigned. A reserve vehicle whose reserve is lifted on the block is still subject to paying the reserve commission schedule fees.

The non-refundable consignment fee shall be paid upon execution of this agreement and shall not be applied to reduce the commission charge in the event the vehicle is sold.

I hereby grant Express Auctioneers the exclusive right and authority to advertise for sale and to sell the vehicle from the date of this agreement to a date thirty (30) days following the date of the auction. If the vehicle is sold or exchanged for the monies worth within thirty (30) days of the date of the auction to any person, firm or corporation, unless otherwise agreed in writing, the commission referred to in Paragraph 2 hereof shall immediately become due and payable to Express Auctioneers.

2. Illustration

I agree that photographs of the vehicle can be used in advertising and promoting the Express Auction Sale. If I want any photos to be considered for placement in the catalog or to appear in any national publication advertising the auction, I acknowledge that I must provide the photos to Express Auctioneers forty five (45) days prior to the sale.

3. Insurance

Seller is responsible for insuring the vehicle from the time of receipt by Express Auctioneers until it ceases to be in Express Auctioneers custody, in an amount equal to the greater of the reserve, if any, and the fair market value of the vehicle. If uninsured, Seller will sign hold harmless agreement. Auction firm not responsible for loss or damage.

4. Settlement of account

Provided Express Auctioneers had received payment in full from the buyer, Express Auctioneers will pay the net proceeds due and collected from the sale with ten (10) banking days of the sale, after deducting its commission, unless Express Auctioneers shall have received notice of the buyer's intention to rescind the sale or of any other claim relating to the vehicle or its sale or shall for any reason have refunded such proceeds to the buyer prior to the expiration of such ten (10) banking day period.

5. Non-payment by buyer

In the event of non-payment by the buyer, Express Auctioneers, in its sole discretion, may cancel the sale and return the vehicle to me. Seller has the right to enforce payment from the buyer or take any other actions permitted by law. Express Auctioneers shall not, under any circumstances, be liable for any incidental or consequential damages caused to me as a result of a breach of a failure by the buyer.

6. Vehicle title pending sale

Express Auctioneers will accept cash or in its sole discretion, an alternative method of payment acceptable to Express Auctioneers. Should Express Auctioneers not be satisfied with credit information provided by the purchaser, Express Auctioneers will hold the vehicle on my behalf, for a period not longer than ten (10) days, unless I approve the credit of the purchaser and release Express Auctioneers from any and all obligations in respect of the receipt of payment from the buyer. Title to the vehicle will be held in trust by Express Auctioneers pending confirmation that the buyer's method of payment is satisfactory to Express Auctioneers.

7. Rescission of sale

Express Auctioneers as my agent, is authorized to accept the return and rescind the sale of the vehicle at any time Express Auctioneers, in its sole discretion, determines that the offer for sale of the vehicle has subjected or may subject Express Auctioneers to any liability under warranty, or of authenticity or title, in which event, Express Auctioneers is further authorized to refund or credit to the purchaser, the purchase price of such returned vehicle and if I have already received any proceeds of the rescinded sale, I agree to forthwith pay to Express Auctioneers on request, an amount equal to the remitted proceeds.

8. Indemnification

I agree to indemnify and defend Express Auctioneers from and against any claims, liabilities, and expenses (including interest, penalties and lawyer's fee and amounts paid in the investigation, defending or selling any of the foregoing) arising out of or in connection with:

- 1) Any acts by or omissions by myself, my agents, or employees, or allegations based upon such acts or omissions, relating to or affection the vehicle consigned to Express Auctioneers hereunder.
- 2) Any inaccuracy of any representation or warranty made by me in connection with the transactions contemplated herein;
- 3) Any claims by third parties claiming or challenging title to any vehicle consigned hereunder'
- 4) Any claims of buyers, persons claiming of buyers, or any other person resulting from Express Auctioneers offering for sale or selling the vehicle consigned under this agreement, whether or not the vehicle has been offered, sold or returned to Express Auctioneers.

9. Drivers

I acknowledge that I am responsible to move the vehicle, to its appropriate place in line during the sale provided no one is with the vehicle at such time as it is required for auction, I hereby grant Express Auctioneers, its agents and employees permission to drive the vehicle for the purpose of displaying it for sale at the sale site.

10. Reserve

The vehicle will be subject to the reserve herein which is the confidential minimum price below which the vehicle will not be sold unless agreed to by me. If the bidding does not reach the reserve on the vehicle, the vehicle will be withdrawn from the sale by Express Auctioneers I agree that Express Auctioneers may sell the vehicle for any amount either equal to or greater than the reserve without obtaining any further instructions from me.

In no event shall Express Auctioneers be liable for the failure of the vehicle to be sold at my estimated or expected price or for the failure of the bidding for any vehicle to reach the reserve.

11. Cancellation

Entry fees will not be refunded for cancellations of the event.

Consign Today – www.OCCollectorCars.com - 410-243-9999

Consignor paid within 10 banking days. Our numbers will not be issued without knowing what car will be entered, as number selection is determined by type of car, price range, etc. Obviously, the objective of Express Auctioneers is to sell cars, therefore reserve prices must be realistic before we will assign any number.

Acceptance will be confirmed to you by mail, along with check-in instructions upon receipt of this contract and payment in full.

Note: All frame damage (bent or rusty), salvage cars or write-offs must be declared and / or will be arbitrated.



Auction Name: _____ **Lot #:** _____
Reserve Amount: _____
No Reserve Intial: _____

Vehicle Information Sheet

SELLER

Represent honestly- you are responsible for your description.

Year:	Make:	Model:	Vin:	
Body Style:	Coupe	Convertible	2 Door	4 Door
Exterior Color (use factory color if possible)		Top Color:		
Special Body Trim:(Super Sport, Rally Sport, Coach Built)				
Interior Color:	Bucket Seats:	Bench Seats:		
Special Interior Trim: (ex. houndstooth)				
Engine size: (cu./in.)	Horsepower:	# of Cylinders:		
Special Engine Notes:				
Transmission:	Manual	Automatic		
	5 speed	4 speed	3 speed	other
Current Mileage: (Auction Company Is Not Responsible For Actual Mileage)				
	Actual	Unknown		
Options: (list options: ex. PW=power windows, PS=power steering, PB=power brakes, A/C=air conditioning)				

List key points to be emphasized by the auctioneer. Longer more detailed descriptions are also welcomed for promotional purposes. For these, attach a separate sheet of paper. If a more extensive list or history is available, we encourage you to make a sheet to tape in the window of the car. Separate signage and placards describing the car are also encouraged at the auction.				
1.				
2.				
3.				
4.				
Authorized Sellers Signatures: By signing this I swear that the information is true and correct and will abide by the Terms of Sale Listing and Selling Agreement which I have received a copy as set forth by the Auctioneer.				
Signature/s: _____		Date: _____		
Seller's Mailing Address: _____				
Email Address: _____		Cell Phone: _____		
<p>Fax this to 410-647-4836 and confirm receipt 410-243-9999</p>				

6422 Frankford Ave - Baltimore, MD 21206

410-243-9999 • ExpressAuctionInfo@Gmail.com



Seller's Commission Schedule

Vehicle Selling Price	Option-(reserve) Commission*	Absolute - (no reserve) Commission
Up to \$5,499	\$400	\$300
\$5,500 - \$9,999	\$800	\$600
\$10,000 and up	8%	6%

* Commission only applies if the seller accepts last bid.

I understand and agree to the seller's commission due upon accepting the high bid amount and agree the commission will be deducted from the settlement payment. Initial: _____

Completing your entry:

To enter your car, sign and return this Seller Listing Contract, the completed Vehicle Information Sheet (this is the information the auctioneer will read at the sale), a copy of your title (front and back) and the appropriate entry fee. *Payment is required to confirm position.* You can mail or overnight photos to the address below, or you can e-mail digital photos to: ExpressAuctionInfo@gmail.com Please include auction name and date.

Entry Rules:

- Sale position will not be confirmed until entry fee is paid. Unpaid entries will be eligible for reassignment without notice at the discretion of Auction Company.
- Choice of sale position is based on a first come, first served basis as entries are reserved. However, Auction Company reserves the right to alter the placement of sale vehicles at our discretion. If an auction entry is canceled within 5 days of the original entry, the entry fee will be refunded minus a \$25.00 handling fee. **After 5 days, no refunds or credits will be issued for canceled entries.**
- Auction Company will service the needs of all customers to the best of our ability. However, customers who do not request prime position for their the car they are entering into the sale will not be eligible for those positions deemed "prime positions" in the sale. **Prime positions are a \$100 additional cost.**
- Customers with "prime position" numbers are not eligible to change cars once the car is declared. If the announced car is not brought to the auction, you are subject to the loss of the "prime position" in the sale.
- Once a car is announced and the paperwork is submitted, there will be a \$100 service fee if you change cars (if changeable position).
- The vehicle's title must be in the possession of the auction company at sale time. The exceptions to this is a title held by a lending institution having a lien.
- Vehicles with liens must be pre-approved by the auction office and must in all cases be accompanied by a letter from the lien holder stating the lien release conditions and payoff amount. A \$100 lien processing fee will be assessed.
- A copy of your title, front & back, is required in advance of the auction.
- Titles must be negotiable. Dealers must have space on the title to reassign the title. Individuals must have the vehicle titled in their name. Payment is made to the name on the title. An open title, which is one not in your name, is not acceptable. On non-negotiable titles, funds to the seller will be held until proper title is obtained.
- Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.
- Serial numbers on entered vehicles must match **ID NUMBERS or VIN on title. CARS WITHOUT A VIN OR INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE.** Entry fees will not be refunded on cars rejected on sale day. Please check your serial number prior to coming to the sale, especially Model A's and Street Rods, to avoid complications. Our staff can assist you on titles with typographical errors.
- Auction Company is not responsible for lost, stolen or damaged properties.
- Auction Company is not responsible for any and all liabilities.
- Auction Company will supply an area for cars that do not reach agreeable selling prices so as to endeavor to secure a proper buyer for the seller/consignor.
- Auction Company pays the seller after payment is received within 10 banking days of sale date.
- Should either buyer or seller default on any part of the transaction, Auction Company shall remain entitled to any and all fees and commissions.
- Auction Company is entitled to its commission on any vehicle sold up to 30 days after said event.
- Auction Company shall be entitled to Attorney's fees incurred in the enforcement of this contract.
- This agreement shall be governed by and interpreted under the laws of the State of Maryland. 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 Baltimore City, Maryland.

SELLER'S AGREEMENT: THE SELLER covenants with the PURCHASER that he/she is the true and lawful owner, or legally appointed agent of the described vehicle, that the same is free from all liens and encumbrances unless stated on Seller's Listing Contract; that he/she has good right and full power to sell and transfer title to the same; and that he will warrant and defend the same against the lawful claims and demands of all persons whomsoever. SELLER agrees that any amounts owing to the auction company may be deducted from the proceeds due the seller. Seller agrees he/she is responsible for any previous tax or title obligation on said vehicle and is responsible to provide purchaser with a proper document of sale. I, the seller, am fully responsible for any description of said vehicle. I, the seller, fully understand and acknowledge that Auction Company is only providing a service to bring buyers and sellers together. In the event of Purchaser's default, the Seller/Consignor releases the auction company from all legal liability and agrees to look only to the purchaser for any recourse arising from said default.



**Thank you for participating in another
fine Express Auction!**

If you have any questions or comments, please email them to:

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410-243-9999 - FAX 410-647-4836