

AUCTIONS AMERICA by RM

CONSIGNMENT PACKAGE
for

AUBURN FALL COLLECTOR CAR AUCTION
September 2-5, 2010

Auctions America by RM

5540 CR 11-A, PO Box 607, Auburn, Indiana 46706

Phone: 260-927-9797 Toll Free: 877-906-2437 Fax: 734-573-6083

www.auctionsamerica.com info@auctionsamerica.com

Consignment Procedure

1. CONSIGNMENT FORM

- Complete every section of the enclosed Consignment Form – accuracy is extremely important!
- Please be sure that the consignor's name listed on the form is the same as the registered owner listed on the title. There are no exceptions. If you are a dealer, please provide your dealer name, address and indicate the acting agent for the company and include a copy of your dealer's license when you submit your package.
- Record the mileage and indicate whether it is actual or not actual, miles or kilometers.
- If the vehicle currently has a lien, complete the "Lien Section" of the form and include a current "Payoff Letter" from the lien holder.
- Your signature is required at the bottom of the form.
- If you plan to pay for your entry fee by credit card, please complete the information in the space provided on the bottom right hand side of the form. If you prefer to pay by check, please attach the payment to this consignment package.

2. REGISTERED TITLE /BILL OF SALE

- Include your original title when you return your package. If you need to retain your original title until the auction, please attach a COPY of the front and back. The original will need to be provided prior to the start of the auction.
- If you have consigned a Race Car, we will require a Bill of Sale from the previous owner to you for chain of ownership.
- Out of Country registrations – Bring your import documents/entry summary to the sale.
- If you have any questions regarding customs documentation, please feel free to call Dell Will Custom Brokers. Canada: 519-258-3141. United States: 734-946-3040

3. POWER OF ATTORNEY

- This form allows our company to complete your title work on your behalf when your vehicle sells.
- Complete the Power of Attorney form included in this package and sign where indicated as "Signature of Owner".

4. ODOMETER DISCLOSURE STATEMENT

- The DMV requires this form and it is imperative that you indicate whether your odometer statement is actual or not actual, miles or kilometers.
- Please complete the "Transferor's section" of the Odometer Disclosure form included in this package. When signing the disclosure, leave the number blank, as an Auctions America by RM representative will do an inspection upon vehicle check-in.

5. IMPORTANT NOTICE

- Please read and sign the Important Notice sheet of the enclosed consignment package.
- It is important that all vehicles be removed from the Auburn Auction Park within 21 calendar days after the final auction day.

6. PHOTOGRAPHY

- It is important, but not required to supply Auctions America by RM with photos of your vehicle to ensure maximum promotion. Multiple photos and historic shots are encouraged.
- Please clearly indicate any pictures you would like returned to your care.
- Send photos to Auctions America by RM as soon as possible to be considered for early advertising and to ensure placement in the brochure and on our website. You can email photos directly to photos@auctionsamerica.com
- All photos must be received by the brochure deadline. If that opportunity has passed, then all photos must be received no later than five business days before the auction for inclusion on the website.
- Please include your name and the auction in which your vehicle will be offered at.

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Important Notice

Please be advised that ALL vehicles MUST be removed from the Auburn Auction Park no later than **3:00pm - Monday September 27, 2010.**

Any vehicles remaining in the building after that time will be charged \$20 per day per vehicle for storage costs.

All expenses, including any shipping (\$200) and storage (\$20/day) will be charged to the owner.

I understand and accept these terms.

Owner/Agent Signature

Date

Additional Information

To assist us in providing a complete catalogue description, please remember to include the following:

year/make/model _____

Chassis/VIN No. _____

Engine No. _____ Body No. _____

Provenance/History:

Age/Quality of Restoration:

Special Features/Modifications

Race History (if any):

Awards (if any):

Additional Comments:

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POWER OF ATTORNEY

I DO HEREBY CONSTITUTE AND APPOINT

_____ of Auctions America by RM, Inc., to be my lawful Attorney-in-Fact, to execute and sign such papers and documents as may be necessary under law to transfer my interest, right and ownership of the following vehicle:

YEAR MAKE MODEL VIN

upon completion of sale of said vehicle to the terms of my consignment agreement with Auctions America by RM, Inc.

Printed Name of Seller

Signature of Seller

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20__.

by _____.
(Printed Name of Seller)

(SEAL)

(Print, Type or Stamp Commissioned Name of Notary)

(Signature of Notary)

Auburn Fall Collector Car Auction

5536 County Road 11-A PO BOX 607 Auburn, Indiana 46706

Tel: 260-927-9797 Fax: 734-573-6083

September 2-5, 2010

Lot #:
Date Received:
Sale:
Run Order:

Company Name: _____ Personal Name: _____

Address: _____

City : _____ State : _____ ZIP Code : _____

Work#: _____ Home#: _____ Fax#: _____ Cell#: _____

E-mail address: _____

If this vehicle is registered in a Dealer Name please fill in ALL blanks:

Dealer #: _____ Sales Tax #: _____ Name: _____

VEHICLE INFORMATION (Photocopy of title must be submitted in advance with auction entry. The original title must be submitted when car enters Auction Sale and must be titled to seller, unless the seller is a Motor vehicle dealer. Vehicle mileage must be recorded in space provided.) Please describe your vehicle fairly and accurately, as this information will be used in advertising and at the auction block to describe your car. Avoid potential problems by fair representations and be honest.

Year: _____ Make: _____

Model: _____

Body Style:

- Hardtop Convertible Pickup 2 Door
 4 Door Other: _____

Serial Number: _____

Location of Serial Number: _____

Engine Displacement: _____

Number of Cylinders: _____

Color - Exterior: _____

Odometer Reading: _____ KM Miles Actual Unknown

- Power Steering
- Power Brakes
- Power Windows
- Power Seats
- Power Lock
- Power Top
- Sunroof
- Air Conditioning

Please add any additional information to help auctioneer sell, such as restoration details, significant vehicle history, etc. (250 characters max):

Reserve Price **Choose One** No Reserve Absolute Sale

Automobile will be accepted with a reserve placed on it provided that it is considered fair and reasonable by the Consignee. The reserve, if any must be stated on this contract. No reserve can be raised once the automobile is accepted, but it may be lowered prior to the time of sale.

Reserve Price \$ _____
 (If No Reserve - Write None)

Amount of Present Liens or Encumbrances

Amount (If none, write 'NONE') \$ _____

Bank / Lienholder: _____

Address: _____

City/State/Zip: _____

I acknowledge that I have read and understand the terms contained on the reverse which are part of the contract.

X

AUCTION ENTRY FEES		SELLER COMMISSION	
<input type="checkbox"/> Memorabilia (per lot)	\$50	_____ %	
<input type="checkbox"/> Thursday (No Reserve)	\$250		
<input type="checkbox"/> Thursday (Regular Entry)	\$350		
<input type="checkbox"/> Thursday (Special Display)	\$475		
<input type="checkbox"/> Friday (No Reserve)	\$375	7% No Reserve	
<input type="checkbox"/> Friday (Regular Entry)	\$475		
<input type="checkbox"/> Friday (Special Display)	\$650		
<input type="checkbox"/> Saturday (No Reserve)	\$475	10% With Reserve	
<input type="checkbox"/> Saturday (Regular Entry)	\$575		
<input type="checkbox"/> Saturday (Special Display)	\$750		
<input type="checkbox"/> Sunday (No Reserve)	\$375	15% Memorabilia	
<input type="checkbox"/> Sunday (Regular Entry)	\$475		
<input type="checkbox"/> Sunday (Special Display)	\$650		

ALL PRE-REGISTRATION MUST BE ACCOMPANIED BY PAYMENT TO:

AUCTIONS AMERICA BY RM

Check # _____ Credit Card

Card Number: _____ Expiration Date: _____

 (Signature required for credit card payments) (Date)

REMINDER: Mail or Fax Copy of Title Along With Entry Form. Vehicles will cross the auction block according to run order, NOT time of day. Under NO circumstances will actual times be given or guaranteed.

(For Office Use Only) Received By: _____ Balance Due \$ _____

Title In	Entry Fee Paid	Final Bid Price	Title Out
<input type="checkbox"/> Copy	\$ _____	\$ _____	<input type="checkbox"/> Transferred to Buyer
<input type="checkbox"/> Received By: _____	<input type="checkbox"/> Cash	<input type="checkbox"/> Sale	<input type="checkbox"/> Picked up by Buyer
<input type="checkbox"/> NOT Received	<input type="checkbox"/> Cheque # _____	<input type="checkbox"/> No Sale	<input type="checkbox"/> Mailed to Buyer
Date Received: _____	<input type="checkbox"/> VISA / MC / AMEX / DISC		<input type="checkbox"/> Returned to Consignor
			Date: _____
			Signature: _____

SELLER'S TERMS AND CONDITIONS

These terms and conditions are part of the agreement between the Consignor and Consignee regarding the consignment of the vehicle listed on the reverse side (hereinafter referred to as the "vehicle") to the auction sale described on the reverse side of this form (hereinafter referred to as the "sale").

- SERVICES.** Consignee agrees to provide auction services, sale facility, clerks and support staff, and event advertising and promotion.
- COMMISSIONS.** In the event that the vehicle is sold, the Consignor agrees to pay sales commissions to the Consignee of 10% if the car is offered with a reserve, or 7% if the car is offered without reserve.
- EXCLUSIVITY.** The Consignor grants to Consignee the exclusive right and authority to advertise and sell the vehicle for a period beginning with the date of this agreement and ending thirty (30) days following the sale. If during this period the vehicle should be sold or exchanged for money or other goods, or an introduction should be made which results in the subsequent sale or exchange of the vehicle to any third party, Consignor agrees to make immediate payment to the Consignee the sales commissions described in the paragraph above. Consignee may retain possession of the vehicle or title until payment is made in addition to any other legal remedies which may be available.
- TITLE.** The Consignor warrants that the Consignee is the sole and only owner of the vehicle and that the Consignor has full right and authority to sell the vehicle including clear title and consent from any lienholders. The Consignor agrees to provide the buyer with a good, clear and transferable title to the vehicle and to correct, at Consignor's expense, any title defects and to pay any expenses associated with providing the buyer with a good, clear and transferable title according to the requirements of the state, province or country where the buyer seeks to register the vehicle. Only negotiable U.S. titles are acceptable. Salvage titles or lien papers are not acceptable.
- NO SALE TITLES.** Titles for vehicles which are not sold will be returned by mail within thirty (30) days following the conclusion of the auction.
- PAYMENT.** Payment is to be made directly from the buyer to the Consignor. However, as an accommodation to the Consignor, Consignee agrees to act as an intermediary between Consignor and the buyer to accept the purchase price from the buyer, transfer the vehicle to buyer and deliver amounts due to Consignor under this Agreement. The Consignor agrees and consents to the sale of the vehicle according to the terms and conditions outlined herein and in the Purchase Confirmation, a copy of which is available upon request. Consignor authorizes Consignee to release the vehicle to the successful buyer and agrees to rely solely upon the buyer for payment. Consignor specifically releases Consignee from any and all legal obligation for collection costs, attorneys' or legal fees, or any other expenses associated with the sale of the vehicle and the collection of payment. If, as a convenience to the Consignor, Consignee should issue payment to the Consignor on behalf of the buyer, the payment can be revoked, cancelled, or withheld at any time at Consignee's sole discretion until payment has been received from the buyer. All or a portion of the sale proceeds may be withheld by Consignee to satisfy any debt or obligation owed by the Consignor to Consignee with respect to this or any other agreement.
- SETTLEMENT OF ACCOUNT.** Provided that the Consignee has received payment in full from the buyer, and provided that the Consignor has fully performed its obligations, Consignee will, within fifteen (15) business days of receipt of payment from the buyer, pay to the Consignor the net proceeds after deduction of applicable sales commissions and any other amounts owing to Consignee by the Consignor.
- NON-PAYMENT BY BUYER.** In the event of non-payment by the buyer, Consignee, in Consignee's sole discretion, may cancel the sale and return the vehicle to the Consignor, enforce payment by the buyer, or take any other actions permitted by law. The Consignor agrees that such an event, Consignee shall not, under any circumstances, be liable for any actual, incidental or consequential damages caused by any breach or failure on the part of the buyer.
- REPRESENTATIONS.** The Consignor acknowledges that it is impossible to predict accurately the selling price or the time of sale for the vehicle, and accordingly, no such representations are made by Consignee.
- VEHICLE DESCRIPTION.** The Consignor agrees that Consignor accepts sole responsibility and liability for any representations made by Consignee based upon information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the vehicle, and to indemnify, defend and hold Consignee harmless as provided in this Agreement from any claims which may be made with respect to any such representations.
- Consignor warrants the vehicle is in a safe, operable condition to be driven by Consignee's employees or representatives. Consignor acknowledges that should the Consignee, in Consignee's sole discretion, determine that the vehicle is not safe to operate, then the vehicle will not be allowed across the block under its own power.
- DRIVERS.** The Consignor acknowledges and grants permission for Consignee, its employees and agents to drive or move the vehicle from time to time before, during, or after the sale. The Consignor acknowledges that it is the Consignor's responsibility to maintain sufficient insurance coverage to permit such driving, and the Consignor specifically agrees to indemnify, defend and hold Consignee harmless as provided in this Agreement from any liability which may result from such driving or movement of the vehicle.
- CANCELLATION OF SALE.** Consignee may, at Consignee's sole discretion and without any obligation to do so, cancel or rescind the sale of the vehicle if it determines or has reason to believe that the offer for sale has or may subject Consignee, the Consignor, or both to any liability including but not limited to liabilities due to representations made by the Consignor or due to insufficient title or authority. In the event of such cancellation, Consignee shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Consignor has received all or part of the proceeds, the Consignor agrees to repay such amounts. The Consignor also agrees to accept return of the vehicle as full and complete settlement of this Agreement.
- LIABILITY.** The Consignor acknowledges that Consignee assumes no liability for any loss, theft, or damage of any kind to the vehicle, its contents, or components. Consignee maintains no insurance of any kind with respect to vehicles or items consigned to it for sale. The Consignor agrees to indemnify, defend and hold Consignee, its employees, and agents harmless as provided in this Agreement from any claims for injury or property loss or damage arising out of the consignment or sale of the vehicle.
- ODOMETER STATEMENT.** The Consignor agrees to provide a duly executed odometer statement on or before the first day of the sale and to accept sole responsibility for the accuracy or inaccuracy of such statement.
- RESERVE PRICE.** The reserve price bid noted on the reverse of this contract is the lowest bid acceptable to Consignor. Reserve bid may be lowered at any time by Consignor, either verbally or in writing, but may not be raised. Reserve bid does not include commissions to Consignee. Consignee reserves the right to sell the vehicle at a price below the agreed verbal or written reserve price provided that Consignor receives the same net proceeds as Consignor would have received had the reserve bid been met. If no reserve, indicate clearly by writing "NONE" in the space provided.
- WITHDRAWN LOTS.** Consignor acknowledges that Consignee has incurred and will incur significant costs and expenses in fulfilling its obligations under this Agreement. Consignor further acknowledges that its withdrawal of the vehicle from the auction constitutes a breach of this Agreement, the damages for which would be difficult and impractical to determine. As a result, the parties agree that the amounts payable as set forth in this paragraph constitute reasonable liquidated damages: should Consignor choose to remove its vehicle from the auction at any time prior to Consignee's submission of its catalog for publication, then Consignor shall pay to Consignee the full entry fee. Should Consignor choose to remove its vehicle from the auction at anytime following Consignee's submission of its catalogue for publication, then Consignor shall pay to Consignee the full entry fee and the full buyer and seller commissions at the Consignee's published rates, based upon reserve price for lots entered with reserve or low estimate for lots entered without reserve.
- Consignor shall indemnify, defend and hold harmless Consignee, its shareholders, officers, directors, employees, agents and auctioneers from any and all loss, costs, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of or in any way related to Consignor's consignment of the vehicle to Consignee under this Agreement, except where such liability relates solely to Consignee's gross negligence or willful misconduct.
- In the event either party brings action against the other arising from or relating to the provisions of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover its reasonable attorneys' fees and costs. The law of the state in which the auction is held shall govern the provisions of this Agreement. Jurisdiction for any action brought shall lie exclusively in a court of competent jurisdiction in the jurisdictional district in which Auburn, Indiana is located.
- Title may be retained by Consignee at Consignee's sole discretion until such time as payment in full has been received, including clearing of funds, if applicable.
- Sale entry fee is non-refundable and is not credited towards sales commission.
- This document contains the entire agreement between the parties and shall be binding upon them and their respective heirs, personal representatives and assigns. Except as otherwise expressly provided herein, this Agreement shall not be modified except in writing. Whenever used in this Agreement, as the context requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter, and the neuter gender shall include the masculine and feminine.
- Except as shall otherwise be expressly agreed to in writing by Consignee, Consignor acknowledges and agrees that neither Consignor nor any person acting on Consignor's behalf will bid on any vehicle consigned by Consignor to Consignee.