



P. O. BOX 996, ODESSA, FL 33556-0996

Office: (813) 258-6726 or 1-800-303-CARS (2277) (non-show times)

Office Fax: (813) 258-3779 (non-show times)

Park: (813) 782-0835 or (813) 783-2827 (show times)

Park Fax: (813) 780-7863 (show times)

Consignment Number _____
(Office Use only)

FESTIVAL PARK, ZEPHYRHILLS, FL

Sale Location

AUCTION CONSIGNMENT AGREEMENT

1 Name _____

Dealer Name _____

Address _____

City _____ State _____ Zip _____

Telephone (Work) _____ (Home) _____

Fax _____ Mobile _____

2 VEHICLE INFORMATION

Color _____

Engine Size _____

Please describe your vehicle fairly and accurately, as this information will be used in advertising and at the auction block to describe your vehicle. Avoid potential problems by fair representation.

Year _____

Power Steering

Odometer Reading _____

Make _____

Power Brakes

Miles are: In Excess of its Discrepancy/Inaccurate Mechanical Limits

Model _____

Power Windows

Body Style _____

Power Seats

"AS IS" Rate Vehicle Below Either:

VIN No _____

Bucket Seats

Poor Fair Good Excellent

Number of cylinders _____

Air Conditioning

Reconditioning and Restoration Details (or Vehicle History) _____

3 RESERVE PRICE

Lowest Acceptable Bid

Vehicle will be consigned with a reserve (minimum). The reserve, if any, must be stated on this contract. No reserve can be raised once the vehicle is accepted, but it may be lowered prior to the time of, or at the sale. If "no reserve", write "none"

\$ _____

4 Note: Estate Executor, Administrator, Guardian, or Agent, must also send copy of court appointment and authorization to sell.

1. Vehicle title must be submitted when vehicle enters Auction site or by mail with this form (or letter from lien holder & photo copy of both sides of title).

2. Enclose correct consignment fee in full.

3. Need copy of driver's license of person signing this form, title, etc.

4. No vehicle will be accepted if serial numbers on vehicle do not match title.

5 LIEN INFORMATION

Amount of Present Liens or Encumbrances (if none, so state) (include copy [both sides] of title)

Lien Amt. \$ _____

Bank Name _____

Address _____

City, State, Zip _____

Bank Officer _____

Bank Phone Number _____

6 (FOR LICENSED MOTOR VEHICLE DEALER USE ONLY)

DEALER LICENSE NUMBER _____

SALES TAX NUMBER _____

(please attach copies of current Dealer License and Sales Tax Certificate)

7 !!! IMPORTANT !!! READ THE REVERSE SIDE

8 I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS CONTAINED ON THE REVERSE WHICH ARE A PART OF THIS CONTRACT.

OWNER/CONSIGNOR/SELLER SIGN HERE

(OFFICE USE ONLY)

Date Fee rec'd _____ Rec'd by _____

Date Title rec'd _____ Rec'd by _____

Title state & number _____

Entry fee \$ _____ (per car) Inside Space Fee \$ _____

Total Entry Fee Amount \$ _____ Cash Check # _____

TERMS OF AUCTION LISTING AND SELLING AGREEMENT

1. TERM OF LISTING--In consideration of listing for sale and undertaking to find a purchaser for the vehicle described herein, Consignor hereby grants and gives Zephyrhills Auction, Inc. the exclusive right and authority to sell or exchange from the current date to 7 days after sale date and represents that no other exclusive agreement is now in force with any other Auction Company or Broker. If said vehicle is sold or exchanged within 30 days after the expiration of the term of this agreement to any person, firm or corporation with whom during the exclusive period of this agreement, you, your representative, or myself, or ourselves, had negotiations relative to the purchase of said vehicle, I or we agree to pay you a commission equal to 5 per cent of the gross sale or exchanged price thereof, provided however, that this extension clause shall not be applicable and binding should vehicle be listed with another Licensed Auctioneer to sell at public auction after sale date or after the terms of this agreement.

2. COMMISSION--In the event a purchaser ready, willing and able to buy said vehicle is found, or should said vehicle be sold or exchanged during said time, Consignor agrees to pay Zephyrhills Auction, Inc. commission equal to 5 percent of the sum for which said vehicle is sold or exchanged, but not less than three hundred fifty (\$350.00) dollars.

3. CONSIGNMENT FEE--Consignor agrees to pay the following **non-refundable fee** to consign a vehicle:

Saturday	\$300.00	(\$100.00 if without reserve)
Sunday	\$250.00	(\$100.00 if without reserve)

Consignment fee must accompany this completed application and is non-refundable.

4. TITLE--Good merchantable vehicle title is part of this agreement and must be attached hereto. In the event title is encumbered by assignment, pledge, chattle mortgage or security agreement, Consignor shall present with this agreement, written consent of the holder of such security interest to sell such vehicle and the minimum price for which such security interest will be released to Zephyrhills Auction, Inc. Seller is responsible for checking serial numbers on vehicle against title before consigning. If numbers do not match, vehicle will not be sold nor will fee be refunded. Consignor represents and warrants that he has good right to consign and sell and that vehicle and its title documents are free and clear from all claims and liens unless stated otherwise herein, and/or that the lien holder will cooperate and accept net sale proceeds when presented by Zephyrhills Auction, Inc. (All claim or lien holder information must be given to Zephyrhills Auction, Inc.) When lien is paid by Zephyrhills Auction, Inc., clear title must be sent directly to Zephyrhills Auction, Inc. Consignor hereby assigns the vehicle and all proceeds therefrom to Zephyrhills Auction, Inc. to off set any sums owed Zephyrhills Auction, Inc.

In the event vehicle is not sold and no sums are due Zephyrhills Auction, Inc. from consignor, and all consignor checks have cleared, title will be released at the conclusion of the sale. _____(initial)

5. INSURANCE--Insurance must be provided against all perils and loss by Consignor if such protection is desired. Insurance should be maintained until Consignor receives sales proceeds. Risk of loss is with Consignor. Under no circumstances shall Consignee be responsible for damage or loss to consigned vehicles.

6. TERMS OF SALE--All vehicles will be sold for cash, or funds equivalent, acceptable to Consignee. Consignee agrees to make credit verification of purchasers and should Consignee not be satisfied with credit information provided by purchaser, Consignee will hold the vehicle on Seller's behalf, for a period of not longer than ten (10) days, and utilize collection procedures for satisfactory payment before release of vehicle, unless Seller approves and assumes the credit purchaser and signs an "authorization to release" statement. If no authorization to release is signed and payment is not received after said ten (10) day period, the vehicle will then be released to the Seller by auction company without liability to auction company for any payment. Zephyrhills Auction, Inc. is bonded. All sale moneys will be deposited in Zephyrhills Auction, Inc. Account. After receipt of Seller's signed Bill of Sale, net sale proceeds will be paid to Seller within 14 working days after sale, allowing time for checks to clear or for the Consignee to receive full proceeds from the car sale in good negotiable U.S. funds, subject to terms of sale. Vehicle title will be held in Escrow by Zephyrhills Auction, Inc. until purchaser's method of payment is completed and satisfactory to Consignee. Should purchaser fail to complete sale as made by Zephyrhills Auction, Inc., Consignor agrees to do and to perform all that may be necessary to enforce the contract made with the purchaser for the above described vehicle in the above auction. Title will be delivered with same time schedule as if sale had occurred (within 14 working days).

7. DEFAULT--In the event of Consignor's default on any terms herein, Zephyrhills Auction, Inc. shall be entitled to all costs and attorney's fees, (whether through litigation or otherwise) in the enforcement of this consignment.

8. REPRESENTATIONS--Consignor has represented the authenticity, history and condition of the consigned vehicle as indicated herein before. Consignor warrants to Zephyrhills Auction, Inc., that such representations are true and agrees to pay the full commission and premium earned from the sale of such vehicle if any sale made hereunder is not completed due to Buyer rejecting the vehicle because of any misrepresentation by Consignor.

9. COMPLIANCE--Consignor agrees to provide upon consignment, evidence of compliance with all emissions, import, safety, identification or other inspection statutes, rules or regulations imposed by the Federal, State or local government, bureau or agency having jurisdiction. Failure to provide the same will result in vehicle not being offered for sale at auction and forfeiture of consignment fee by Consignor. Consignor will provide proper odometer statement if auto is less than 10 years old. Consignor warrants emission control equipment has not been tampered with if vehicle is 1975 or later.