



MAIL COMPLETED FORM TO:
PALM SPRINGS AUCTION INC. D.B.A.
PALM SPRINGS EXOTIC CAR AUCTIONS
 244 N. INDIAN CANYON DR., PALM SPRINGS, CA 92262

FOR OFFICE USE ONLY
 SALE NUMBER _____
 LOT # _____

WHICH DAY SOLD? FRIDAY
 (CHECK ONE) SATURDAY
 SUNDAY

AUCTION LISTING AND SELLING CONTRACT AGREEMENT

PLACE OF SALE _____ DATE OF AUCTION _____

CONSIGNOR:

Name _____
 Address _____ City/State/Zip _____
 Phone: (Day) _____ (Night) _____
 Dealer's No. _____ State _____ Resale Tax Exempt No. _____

VEHICLE INFORMATION

Please describe your vehicle fairly and accurately. This information will be used in advertising and at the auction block to describe your car.

| | |
|---|--|
| Year _____ | Condition _____ |
| Make _____ | Rate each item below: POOR FAIR GOOD EXCELLENT |
| Color - Exterior _____ Interior _____ | Engine _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Mileage _____ | Body _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Vehicle License Expiration - Month _____ Year _____ | Chassis _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Serial / Chassis / Vehicle I.D. # _____ | Tires _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Model _____ | Coachwork & Interior _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Body Style _____ | Electrical Equipment _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Number of Cylinders _____ | Transmission _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Has Car Been Reconditioned? _____ | Paint _____ <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |

Reconditioning or Restoration Details: _____

VEHICLE HISTORY: Details of previous history and ownership, if know, and any other facts of special interest (such as competitions won and awards received), which may be mentioned at the podium at the discretion of the Auctioneer. Please print legibly.

RESERVE PRICE.
 MINIMUM BID YOU WILL \$
 ACCEPT FOR AUTO.

IF "NO RESERVE," CHECK BOX WITH "X" (SOLD TO HIGHEST BIDDER)
 Automobile will be accepted with a reserve placed on it provided it is considered fair and reasonable by the Auction Company. The reserve, if any, must be stated on the contract. No reserve can be raised once the automobile is accepted, but it may be lowered prior to time of sale.

IMPORTANT

1. Keep the last copy and send all others back to PALM SPRINGS CAR AUCTIONS.
2. Include photo copy of title (both sides). Title MUST be in consignors name unless you are a licensed dealer.
3. We take 6% commission from sale proceeds.
4. Include photos (color) for advertising.
5. Enclose non-refundable Entry Fee (see reverse).
6. READ TERMS & CONDITIONS on reverse.
7. Titles must be in order, and must match either engine or serial number of vehicle. TITLE MUST BE IN AUCTION COMPANY'S POSSESSION WHEN VEHICLE ENTERS AUCTION SITE. NO EXCEPTIONS. ALL "NO SALE" TITLES WILL BE MAILED BACK 10 DAYS AFTER AUCTION.

Sign Here

Owner, Seller and Consignor Sign Here

READ AND UNDERSTAND THE TERMS CONTAINED ON THE REVERSE SIDE WHICH ARE A PART OF THIS CONTRACT, THEN SIGN ABOVE. NOTE: Estate Executor or Administrator, Guardian or Agent: Must also send copy of court appointment and authorization to sell.

I AGREE TO MAINTAIN INSURANCE AGAINST ALL PERILS ON MY VEHICLE UNTIL I RECEIVE SALE PROCEEDS

PLEASE INDICATE FORM OF PAYMENT: AMEX MASTERCARD VISA EXPIRES: _____

CHECK Card No. _____

MONEY ORDER Signature _____

NO SALE SALE

SALE RECAP AND RESULTS

Last Auction Bid \$ _____
 Sale Price \$ _____ Entry Paid \$ _____ Commission \$ _____ Net to Seller \$ _____

Title Received YES NO EXPLANATION: _____ CHECK NO. _____

Title Mail YES NO Date: _____ Cert. No. _____ Mailed _____

TERMS OF AUCTION LISTING AND SELLING CONTRACT AGREEMENT

1. In consideration of listing for sale and undertaking to find a purchaser for the vehicle described herein, consignor(s) hereby grants and gives auction company the exclusive right and authority to sell from the current date to sale date, and represent that no other exclusive agreement is now in force with any other auction company or broker.

In the event auction company finds a purchaser ready, willing and able to buy said vehicle, or should said vehicle be sold by, or through, auction company, its advertising and promotion, consignor, or otherwise, during said time for the price and upon the terms stated herein, or for any other price or terms, or consideration acceptable to consignor agrees to pay auction company as commission a sum equal to 6% (six percent) of this sum for which said vehicle is sold or exchanged. A non-refundable entry fee shall be sent with and be a part of this agreement. In calculating selling commission or no-sale fee this entry fee shall not be credited to regular commission or fee charged. If notified 14 days before sale date entry fee will be refundable (less \$50 handling fee). Within 14 days strictly no refunds. I authorize auction company to recover lost commissions due them should I default on this agreement and debit my credit card.

2. **TITLE:** Title must be in consignors name unless consignor is a licensed dealer. Title must be free and clear of any liens. Any title brands (salvage, Lemon Law, Gray Market etc...) must be disclosed on consignment form. Vehicle title must be in auction company's possession upon check-in at auction site. A photocopy of vehicle title should be sent when this form and entry fee are mailed to auction office.

3. **PHOTOS:** Photos provided may be used in advertising and promotion of sale. For benefit of consignor, photos and this contract must be in the hands of auction company 30 days prior in order for possible inclusion in the catalog and to appear in any national publication. **HOWEVER**, later consignments will be accepted and offered for sale. **PLUS** e-mailed jpeg shots will be posted on our web site up to 5 days before auction.

4. **INSURANCE:** Must be provided against all perils and loss by consignor if such protection is desired. Insurance should be maintained until consignor receives sale proceeds. Risk or loss is with consignor, included fire, theft, and damage.

5. **TERMS OF SALE:** Cash or the equivalent is acceptable by auction company at time of bidder registration. However, should auction company not be satisfied with credit information provided by purchaser, company shall hold, at seller's request, for a period not longer than 48 hours, any such vehicle for which purchaser has been the successful bidder, for satisfactory payment. If purchaser has not indicated to auction company his intention to complete the purchase within 48 hours from time of sale, auction company shall release vehicle to seller, and shall be held harmless, having acted in good faith on behalf of seller. Auction company is licensed and bonded by the State of California. No sale monies shall be deposited in auction company's trust account unless seller or buyer has instructed auction company to do so in writing (in lieu of judgement) or in event of dispute. Vehicle title will be held in trust by auction company until purchaser's method of payment is completed and satisfactory to auction company, then title will be delivered to purchaser at the time settlement is made with seller. Should 'No-Sale' occur, titles may be returned to consignor with same time schedule as if sale had occurred (on or about 14 days). Auction will be conducted in all respects according to the laws of the State of California. Should purchaser fail to complete the sale as made by the auction company, consignor agrees to do and to perform all that may be necessary to enforce the contract made with the purchase for the above described vehicle in the above auction or any future auction at no additional entry fee with only one commission due. Seller hereby acknowledges that successful purchaser must pay a 6% (six percent) buyer fee in addition to the purchase price. Successful sellers will be paid within 14 days.

If said vehicle is sold or exchanged within 14 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 auction company or its representatives, or consignor(s), had negotiations relative to, or the purchase of said vehicle for said reserve price stated herein, or for a price and upon terms acceptable to consignor, agrees to pay auction company a commission equal to that stated herein of the gross sale or exchanged price hereof, 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 upon or after the terms of this agreement.

In the event of consignor's default on any terms herein, said auction company or assigns shall be entitled to attorney fees, without limitation, incurred in the enforcement of this consignment. We reserve the right to debit consignors credit card our commission if it is brought to our attention the vehicle was sold through our efforts at the sale and auction company was bi-passed. (Buyer and seller dealt direct with each other).

If the buyer defaults in payment for purchase in any way whatsoever, the auction company shall be held harmless against lawsuits and judgements. The auction company shall do all in its power to collect good funds before releasing said vehicle. The sale shall be null and void if payment in full is not received.

Consignor represents and warrants that he has the 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 sellers or finance company or claim lien holder will cooperate and accept net sale proceeds when presented by auction company. (All claim or lien holder information must be provided to the auction company.)

Consignor has represented the authenticity, history and condition of the consigned vehicle as indicated hereinbefore. Consignor warrants to auction that such representations are true and agree to pay the full commission 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.

We do not pay the sellers until 10 days after the sale date to avoid any misrepresentations coming to light from the buyer. We reserve the right to compensate said buyer through negotiations and deduct from sellers check (see Statement of Clarification and Responsibility).

All guarantees are between buyer and seller and in no event shall auction company be responsible for seller's guarantees or warranties, including applicable smog equipment, and mileage statements.



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