

# SPECIALTY AUTO AUCTIONS AND SALES

3933 Braidwood Drive  
Fort Collins, CO 80524

## TERMS OF AUCTION LISTING AND SELLING CONTRACT

1-800-901-0022  
970-266-9561

Title Received by Auction Company: X _____ <input type="checkbox"/> VIN Verified <input type="checkbox"/> Mileage Verified	Car # _____ Entry Fee ___ Int ___ Date _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check Driving Fee paid <input type="checkbox"/> \$10.00
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1. At the time of signing this contract I have entered into an agreement to deliver and offer my vehicle for sale at the **Specialty Auto Auctions and Sales** for the reserve price stated. The reserve price is an expected selling price which is inclusive of the auction commission. The Auction Company reserves the right to lower the commission in order to sell the car with the sellers net figure being unchanged. The seller may verbally agree to lower the reserve price during the auction process. If a vehicle is checked into the auction and does not cross the auction block to be offered for sale, then I agree to pay the sales commission in full plus a Buyer's Fee on the stated reserve price unless specific written authorization is obtained from **Specialty Auto Auctions and Sales** waiving these fees.

AUCTION FEES	Entry Fees*	Commission	Minimum	
No Reserve	\$150.00	Five Percent (5%)	Commission \$100.00	Reserve Price \$
Reserve	\$200.00	Eight percent (8%)	Commission \$250.00	

3. Entry Fees are non-refundable and do not apply to commission.
4. Title: **Specialty Auto Auctions and Sales** must have title at time of check in. Exceptions will be considered on an individual basis and will be charged a \$50.00 delayed title fee. Lost title applications or titles-in-transit must be cleared through the auction company in advance, and may or may not be accepted. Serial number must match the title. All vehicles must be able to be legally titled. Final sales confirmation may be delayed until state authorities determine that your vehicle is legal to be titled.
5. Should no sale occur, titles will be returned to consignor at the end of the auction on Auction Day. **Specialty Auto Auctions and Sales** is bonded and licensed.
6. In the event of a purchaser's failure to comply with the terms of sale, we will first attempt to resell the vehicle to another buyer for the same price. Failing that the sale is null and void. The Auction Company and consignor may agree to equally share the expense and risk of pursuing legal action to complete the sale.
7. Insurance coverage must be provided against all perils and loss by consignor including damage caused by another party. It is recommended that insurance be maintained until consignor receives the sale proceeds. Risk of loss is with the consignor. Insurance responsibility passes to new buyer when the auctioneer declares vehicle sold. Your insurance is the only insurance covering the operation and storage of your vehicle. I agree to allow **Specialty Auto Auctions and Sales** and its agents to move the vehicle at my risk.
8. If said vehicle is sold within 60 days to any person as a direct result of the auction advertising or promotion, then I agree to pay the commission.
9. In the event of consignor's default on any terms here, said Auction Company or assigns shall be entitled to attorneys fees incurred in the enforcement of this consignment.
10. Consignor represents and warrants that he/she has right to consign and sell that vehicle and its title documents are free and clear from all claims and liens unless stated otherwise herein, and/or that Seller's Finance Company or claim lien holder will cooperate and accept net sales proceeds when presented by Auction Company. All claim or lien holder information must be given to the Auction Company in writing in advance of the sale.
11. At the signing of this contract, I have entered into an agreement to deliver and offer my vehicle for sale at the **Specialty Auto Auctions and Sales** for the reserve price stated.
12. It is your responsibility to drive your own vehicle through the auction system, onto and off the auction block. The cars are to line up in numerical order, approximately ten cars back of the car being auctioned. If, for any reason, you are not available to be in the line-up in a timely fashion, and the Auction Company must drive it for you, your file will be marked as such and you will be charged an additional \$20.00, to be taken out of your sale proceeds, in the event your car is a no sale, the Auction Company will hold your title until the driving is paid, if however, you would like for us to drive your car through for you, please let us know. There is a \$10.00 driving fee, to be paid in advance. In either case, if we drive your car we are not responsible for any damage or accident that may occur. Please understand that your own insurance is the only insurance covering the operation and storage of your vehicle.
13. All "frame Damaged vehicles, "Salvaged" or "rebuilt" title must be declared in writing prior to the sale. Failure to do so may result in sale rejection and forfeiture of fees.
14. All payments are made on the tenth (10<sup>th</sup>) banking day following the sale. The check for the sale price of the vehicle less the appropriate commission is mailed to you at the address you provided us on the envelope in your file. Checks may not be picked up in person. Mail or wire transfer are the only options. Funds can be wire transferred directly to your account for an additional \$30.00 service fee. Early payment is available for a fee of \$100.00 or 1% whichever is greater.
15. I do hereby authorize **SPECIALTY AUTO AUCTIONS AND SALES** to act as my ATTORNEY-IN-FACT in signing my name to any and all forms necessary for a transfer of my rights, title and interest in the motor vehicle described below.

Consignor Name (print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Dealer Number \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Tax ID Number or Social Security Number (must have one or the other listed) \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Title Information/Serial# \_\_\_\_\_

"I have read and understand the terms contained on this contract" X \_\_\_\_\_