

EARLYWINE AUCTIONS

4687 Wexmoor Drive – Kokomo, IN 46902
Phone: (260) 403-4227 – Email: brent@earlywineauctions.com

DATE OF AUCTION

Kokomo Event Center – CLIMATE CONTROLLED YEAR ROUND – 1500 N. Reed Road – Kokomo, IN 46901

Auction Consignment Agreement

Name _____ Phone # _____
Company _____ Cell # _____
Address _____ Fax # _____
City _____ State _____ Zip _____ Dealer # _____
Email _____

Year-Make-Model _____ Color _____	Body Style <input type="checkbox"/> Coupe <input type="checkbox"/> Sedan <input type="checkbox"/> Convertible Other _____	
Options <input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes <input type="checkbox"/> AC <input type="checkbox"/> Power Windows <input type="checkbox"/> Power Top <input type="checkbox"/> Radio (Type _____)	Transmission Manual _____ # of Gears _____ Automatic _____ # of Gears _____	Engine Size _____ Engine Type _____ Horsepower _____
Description of Vehicle (SPECIAL HISTORY, RESTORATION, OR AWARDS) Vehicle Vin # _____ Location: _____	Current Mileage _____ <input type="checkbox"/> Actual <input type="checkbox"/> Over 99,999 <input type="checkbox"/> Unknown AUCTION COMPANY IS NO RESPONSIBLE FOR ACTUAL MILEAGE.	
Please enter the price at which you wish to protect your car. If no reserve, indicate clearly by writing 'NO RESERVE' in the dollar amount space. Reserve price may be lowered at any time by seller. Reserved price CAN NOT be raised.	Reserve Price	
NO RESERVE – Entry Fee \$200 – Seller Fee 4% RESERVE – Entry Fee \$200 – Seller Fee 8%	\$ _____	

I, the seller, acknowledge that I have read and understand entry guidelines and all the terms and conditions herein, including the additional consignor terms and conditions on the reverse side.

Authorized Seller's Signature _____ Date _____

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Consignor Terms and Conditions

These terms and conditions define the agreement between the “Seller” identified on the reverse side of this form (hereinafter referred to as the “Consignor”) and the consignee. Earlywine Auctions (hereinafter referred to as Earlywine Auctions) 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”). Earlywine Auctions agrees to provide auction services, sale facility, clerks and support staff, and event advertising and promotion

The Consignor agrees as follows:

- 1) **Seller Fees.** With Reserve: Seller fees payable will be 8%. No Reserve: Seller fees payable will be 4%.
- 2) **Exclusivity.** Consignor agrees to grant exclusive right and authority to advertise and sell the vehicle by Earlywine Auctions for a period beginning with the date of this agreement and ending thirty (30) days following the sale. If during this period the vehicle to any third party, Consignor agrees to make payment is made in addition to any other legal remedies, which may be available.
- 3) **Insurance.** The vehicle will be insured at Consignor’s expense from the time of the receipt by Earlywine Auctions until it ceases to be in Earlywine Auctions custody, in an amount equal to the greater of the reverse , if any and the fair market value of the vehicle.
- 4) **Illustration.** Consignor agrees that photographs of the vehicle can be used in advertising and promoting Earlywine Auctions Sale.
- 5) **Title.** Consignor warrants that he/she is the sole and only owner of the vehicle and that he/she has full right and authority to sell the vehicle including clear title and consent from any lien holders. Consignors agrees to provide the buyer with good, clear and transferable title according to the requirements of the State or where the buyer seeks to register the vehicle. Title may be held by Earlywine Auctions at its sole discretion until such time as a payment in full has been received, including clearing of funds, if applicable and all Termination Statements have been received regarding any lien payoffs.
- 6) **Payment.** Consignor agrees and consents to the sale of the vehicle according to the terms and conditions outlined herein and in the Contract of Sale, a copy of which is available upon request. Consignor authorizes Earlywine Auctions to release the vehicle to the successful buyer and agrees to rely solely upon the buyer for payment. Consignor specifically releases Earlywine Auctions from any legal obligation for collection costs, attorney 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, Earlywine Auctions should issue payment to the Consignor on behalf of the buyer, the payment can be revoked, cancelled, or withheld at any time at Earlywine Auctions sole discretion until payment has been received from the buyer. All or a portion of the sale proceeds may be withheld by Earlywine Auctions to satisfy any debt or obligation owed by the Consignor to Earlywine Auctions with respect to this or any other agreement.
- 7) **Settlement of Account.** Provided that Earlywine Auctions has received payment in full from the buyer, Earlywine Auctions will, within fifteen (15) business days of receipt of payment from the buyer, pay to the Consignor the net proceeds after deduction of applicable seller fees and any other amounts owing to Earlywine Auctions by the Consignor.
- 8) **Non-Payment by Buyer.** In the event of non-payment by the buyer, Earlywine Auctions in its 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 in such an event Earlywine Auctions shall not under any circumstances be liable for any incidental or consequential damages caused by any breach or failure on the part of the buyer.
- 9) **Representations.** 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 Earlywine Auctions.
- 10) **Vehicle Description.** Consignor agrees that he/she shall accept sole responsibility and liability for any representations made by Earlywine Auctions based upon information supplied by the Consignor as to the

character, features, condition, correctness, authenticity, or history of the vehicle, and to save and hold Earlywine Auctions harmless from any claims which may be made with respect to any such presentations.

- 11) **Safety.** 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.
- 12) **Drivers.** Consignor acknowledges and grants permission for Earlywine Auctions, its employees and agents to drive or move the vehicle from time to time before, during or after the sale. Consignor acknowledges that is his responsibility to maintain sufficient insurance coverage to permit such driving and the Consignor specifically agrees to save Earlywine Auctions from any liability, which may result from such driving or movement of the vehicle.
- 13) **Cancellation of Sale.** Earlywine Auctions may, at its sole discretion, 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 Earlywine Auctions, the Consignor, or both to any liability including but not limited to liabilities due to representations made by the seller or due to insufficient title or authority. In the event of such cancellation, Earlywine Auctions shall have the right to refund or credit to the purchase 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 consignment agreement.
- 14) **Liability.** Consignor acknowledges that Earlywine Auctions assumes no liability for any loss, theft, or damage of any kind to the vehicle, its contents or components. Earlywine Auctions maintains no insurance of any kind with respect to vehicles or items consigned to it for sale. Consignor agrees to hold Earlywine Auctions, its employees, and agents harmless from any claims for injury or property loss or damage arising out of the consignment or sale of the vehicle.
- 15) **Odometer Statement.** 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.
- 16) **Reserve.** The reserve price may not be increased at any time. Consignor shall have the right to reduce the reserve price at any time prior to the sale of the vehicle. When a vehicle is sold with a reserve, the auctioneer may bid on the Consignor's behalf up to the reserve price. If the consignor offers to sell the vehicle for an amount less than the reserve price and Earlywine Auctions agrees to sell the vehicle for such amount, the normal commission rate for vehicles consigned with reserve shall apply.
- 17) **Withdrawn Lot.** Consignor acknowledges the 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 any time following Consignee's submission of its catalog 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 entered with reserve or low estimate for lots entered without reserve.
- 18) **Entry Fee.** Sale entry fee is non-refundable and is not credited towards sales commission.
- 19) **Lawsuit.** If the Consignor sues Earlywine Auctions for any reason and does not prevail, the Consignor agrees to pay all Earlywine Auctions legal fees and expenses associated with said suit.
- 20) **Cancellation.** This agreement may be cancelled at any time prior to thirty (30) days before the sale with no penalties due or payable. In addition, this agreement may be cancelled within thirty (30) days, but no more than fourteen (14) days of the sale.

This document contains the entire agreement between the parties and shall be binding upon them and their respective heirs, personal representatives, and assigns. It shall not be modified except in writing. This agreement shall be interpreted according to the laws of the State of Indiana.

NOTE: ALL FRAME DAMAGE, SALVAGE CARS OR WRITE-OFFS MUST BE DECLARED.