

# Consignment Information and Selling Agreement



A DIVISION OF G. POTTER KING  
 206 White Horse Pike  
 Barrington, NJ 08007  
 1-800-227-3868  
 www.acclassiccars.com

## NON REFUNDABLE

February 26, 2010

OFFICE USE ONLY	
SALE NUMBER _____	DATE _____
<b>SELLER RETAINS PINK COPY</b>	

CONSIGNOR:

(Seller)

Name \_\_\_\_\_ Current Date: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(NO P.O. BOX)

Phone (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ Email \_\_\_\_\_

Please describe your vehicle fairly, accurately and completely:

### EQUIPMENT

Year \_\_\_\_\_  Power Steering  
 Make \_\_\_\_\_  Power Brakes  
 Model \_\_\_\_\_  Power Windows  
 Serial No. \_\_\_\_\_  Power Seats  
 Body Style \_\_\_\_\_  Bucket Seats  
 Number of Cylinders \_\_\_\_\_  Auto Trans.  
 Color Exterior \_\_\_\_\_  Air Conditioning  
 Color Interior \_\_\_\_\_ Other \_\_\_\_\_  
 Mileage \_\_\_\_\_

Rate Each Item Below: (Must Be Fully Completed)

	Poor	Fair	Good	Excellent
Engine <input type="checkbox"/> ORIGINAL <input type="checkbox"/> REPLACEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chassis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coachwork & Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transmission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chrome	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Vehicle History and/or Best Seller Points \_\_\_\_\_

### BORGATA ENTRY FEE

WITH RESERVE \$700.00  
 NO RESERVE \$400.00

**NOTE: THE ENTRY FEE ON RESERVE CARS ONLY WILL BE CREDITED AT SETTLEMENT.**

### COMMISSION RATE

WITH RESERVE 10% of FIRST \$100,000  
 8% of all monies over \$100,000  
 NO RESERVE 7% of FIRST \$100,000  
 5% of all monies over \$100,000

### OFFICE INFORMATION ONLY

TITLE RECEIVED \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_  
 THE CLASSICS AT THE BORGATA IS A DIVISION OF  
 G.P.K. AND IS NOT ASSOCIATED WITH THE BORGATA HOTEL

G.P.K. pays seller upon settlement of sale. ALL PAYMENTS must be made with good U.S. funds which are defined as cash, cashier's checks, travelers checks, or personal/company checks backed by Bank IRREVOCABLE LETTER OF CREDIT stating the amount to be covered by check. DRAFTS are NOT ACCEPTABLE. **IF THE SERIAL # IS NOT VERIFIED CAR WILL NOT BE SOLD.** TITLE MUST BE ASSIGNED IN SELLER'S NAME, IF NOT MUST HAVE A REASSIGNMENT FROM A LICENSED CAR DEALER. AUCTION COMPANY HAS AUTHORITY TO REJECT OR REFUSE ANY TITLE.

Amount of Present Liens or encumbrances (If none, so state)  
 \*If encumbered, seller must furnish notarized letter from the encumbering party stating permission to sell and minimum sale price required for title release to buyer.

\$ \_\_\_\_\_  
 Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Bank Phone \_\_\_\_\_

No changes will be accepted after consignments are received.

"RESERVE PRICE" Your Minimum Selling Price  PLACE "X" IN CORRECT BOX  "NO RESERVE PRICE" Absolute Sale  
 Automobile will be accepted with a reserve placed on it provided that it is considered fair and reasonable by the Auction Co. The reserve, if any, must be stated on this contract. (NO EXCEPTIONS)

RESERVE PRICE \$ \_\_\_\_\_  
 (If No Reserve—Mark None)

### METHOD OF PAYMENT

CHECK  AMEX  VISA/MC  BOA   
 CARD NUMBER \_\_\_\_\_  
 EXP. DATE \_\_\_\_\_  
 NAME OF CARDHOLDER \_\_\_\_\_  
 SIGNATURE OF CARDHOLDER \_\_\_\_\_

### FEE: NON REFUNDABLE

TOTAL ENCLOSED \$ \_\_\_\_\_

Please send this form, color photo & payment to:

**BORGATA CLASSICS**  
 c/o G. POTTER KING INC.  
 206 WHITE HORSE PIKE  
 BARRINGTON, NJ 08007

Or Phone: 1-800-227-3868 (outside N.J.)  
 1-856-573-6969  
 FAX 1-856-547-2035 / 1-856-546-8483  
 E-MAIL accars@aol.com  
 WEBSITE acclassiccars.com

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS CONTAINED ON THE REVERSE WHICH ARE A PART OF THIS CONTRACT. MISREPRESENTATION ON PART OF SELLER MUST PAY SELLER FEE.

OWNER, CONSIGNOR, SELLER SIGN HERE

# TERMS OF AUCTION LISTING AND SELLING CONTRACT AGREEMENT

## The Classics at the Borgata

In consideration of listing for sale and undertaking to find a purchaser of the vehicle described herein, I or we, hereby grant and give you the exclusive right and authority to sell from the conclusion to **14 days** after the auction. It is understood and agreed that G. Potter King, Inc. are agents for seller. Cars are auctioned by a licensed and authorized auctioneer only, not employed by G. Potter King, Inc. The Classics at the Borgata is a division of G.P.K. and is not associated with the Borgata Hotel.

Auction Day Pay Policy - Applies to ALL SELLERS - All sales are required to settle within one hour after vehicle is successfully bid. All sales are "as is & where is" - The auction company is not part of any agreements of any kind between the buyers and sellers.

TITLE-Good and Saleable vehicle title is part of this agreement and may be attached thereto, or turned into Auction Office upon arrival at sale site. 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. If vehicle is newly manufactured consignor agree to guarantee titleability.

VEHICLE WILL NOT BE ALLOWED INTO AUCTION AREA WITHOUT ORIGINAL TITLE (NO COPIES)  
FIRST BEING TURNED INTO THE AUCTION OFFICE.

TITLES of "No Sale" (or unsold) consigned vehicles will be returned to owners by certified mail 14 working days after sale. **Absolutely no titles will be returned during sale days.**

PHOTOS - Photos provided may be used in advertising and promotional sale. Photos will not be returned unless requested to do so in writing and contains a self-addressed stamped envelope.

CONSIGNMENT FEES: Are not refundable for any reason and are not applicable towards any commission.

### PROCEDURES FOR SETTLEMENT AT THE AUCTION OFFICE

Consignors (Sellers)

1. Sign the Payment Release Form when you check in at the Sale Site Office.
2. When your car sells, you and the buyer go to the Auction's Cashier's office to complete all transfer papers:
  - Title and/or Owner's Affidavit
  - Bill of Sale (if needed)
  - Car Release Papers
  - Payment Release Form
3. You accept any inherent risks with regard to propriety of titlework.
4. You (the Seller) pay the Auction Company their Sellers commission.

In the event of Consignors default on any terms herein, or a Consignor "off the block" sale without notifying and paying the Auction Company, said Auction Company or assigns shall be entitled to attorney fees incurred in the enforcement of this contract and collection of its commissions and fees.

Consignor represents and warrants that he has 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 Seller's 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 given Auction Company.) Consignor further agrees to guarantee clear title to purchaser. Failing to comply will result in cancellation of sale.

Consignor has represented the authenticity, history and condition of the consigned vehicle as indicated hereinbefore. Consignor warrants to Auction Company that such representations are true and agrees to pay the full commission earned for 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.

Consignor agrees to provide evidence of compliance with all applicable 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.

G. Potter King, Inc. and the Atlantic City Convention Center Authority does not assume and expressly disclaims responsibility for any liability for injury to persons or loss or damage to property (including Autos) arising from the operation, service, maintenance, use, loading or unloading of participants' Automobiles and ancillary property brought into the show. Participants are expected to maintain insurance which at a minimum, meets or exceed the requirements of applicable Motor Vehicle Laws of New Jersey, and shall be completely responsible for insuring against loss or damage to their autos. Participants enter, exhibit and exit this event at their own risk.