

AUCTION LISTING AND SELLING AGREEMENT



THE CLASSICS IN ATLANTIC CITY

February 9 - 11, 2018

	Reserve	NO Reserve
Friday	\$445	No Charge
Saturday	\$545	No Charge
Sunday	\$345	No Charge

Sunday cars must be 25 years or older

Commission Rate: 8 %

OFFICE USE ONLY

Run# \_\_\_\_\_

Amount Paid \_\_\_\_\_

Date: \_\_\_\_\_

ANY VEHICLE CHANGE WILL BE ASSESSED A \$100.00 FEE

Dealer Name: \_\_\_\_\_ Dealer License#: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home/Work Phone: # \_\_\_\_\_ Cell Phone: # \_\_\_\_\_

Email: \_\_\_\_\_

Driver's License: \_\_\_\_\_ State: \_\_\_\_\_

Is title or registration in your name?  YES  NO If NO, please provide dealer info above.

Is title or registration encumbered by a lien?  YES  NO If YES, please provide notarized lien release requirements.

Vehicle Information:

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Body Style: \_\_\_\_\_

Engine: \_\_\_\_\_

Color Exterior: \_\_\_\_\_

Color Interior: \_\_\_\_\_

VIN Number: \_\_\_\_\_

Mileage: \_\_\_\_\_

Mileage Type:  Actual  Since Restore  Not Actual  TMU  Exempt

EQUIPMENT

- Power Steering
- Power Brakes
- Power Windows
- Power Seats
- Bucket Seats
- Auto Trans
- Air Conditioning

Vehicle Ratings:

	Poor	Fair	Good	Exc
Engine	<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"/>

Classify your vehicle \* check all that apply

- Numbers Match
- Non-Matching Numbers
- Restored
- Modified
- Customs
- Pro Street
- Resto Mod
- Period Correct
- Survivor

If the VIN# is not verified, car will not be sold. Title must be assigned in Seller's name. If not, you must have a reassignment from a licensed car dealer. GPk Auctions has the authority to reject or refuse title.

RESERVE PRICE:

\* If No Reserve, state NONE

\*\*\*\*\* Entry fee does not apply to commissions on sale \*\*\*\*\*

METHOD OF PAYMENT:

Payment Type:  Check  AMEX  MC  Visa  Discover

Card Number: \_\_\_\_\_

Name of Cardholder: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Amount Enclosed: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

GPk AUCTIONS

208 White Horse Pike Suite 14, Barrington, NJ 08007

Toll Free: 1-800-227-3868

Phone: 1-856-573-6969

Fax: 1-856-546-8483

Email: [diane@gpkauctions.com](mailto:diane@gpkauctions.com)

Website: [gpkauctions.com](http://gpkauctions.com)

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED ON PAGE 2 WHICH ARE PART OF THIS CONTRACT. THERE MUST NOT BE ANY MISREPRESENTATION ON PART OF SELLER.

CONSIGNOR / OWNER / SELLER SIGN HERE.

ENTRY FEE IS NON REFUNDABLE

Send form and payment to address above

# AUCTION TERMS AND CONDITIONS

**MOVE IN:** Thursday 9:00am to 8:00pm (All day)  
Friday 9:00am to 11:00am (Morning Only)

**SHOW HOURS:** Friday 9:00am to 7:00pm, Saturday 9:00am to 7:00pm,  
Sunday 9:00am to 5:00pm

I HAVE READ AND AGREE TO THE  
TERMS AND CONDITIONS

## ALL CUSTOMERS:

In consideration of listing for sale and undertaking to find a purchaser of the vehicle described herein, I or we, hereby grant and give G. Potter King, Inc. d/b/a GPK Auctions the exclusive right and authority to sell said vehicle from the conclusion of show to 14 business days after the auction. It is understood and agreed that GPK Auctions is simply an agent for the seller and is not a part of any agreements between the buyer and seller. Vehicles are auctioned by a licensed and authorized independent auctioneer only.

**VEHICLE WILL NOT BE ALLOWED INTO AUCTION AREA WITHOUT ORIGINAL TITLE (NO COPIES) AND FULLY PAID CONSIGNMENT FEE.**

## ENTRY FEES:

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

## EARLY EXIT POLICY:

Removal of vehicles (other than those sold) prior to the conclusion of the show is not permitted under any circumstances. By signing this contract I agree to be charged an early exit fee of \$500 if I do not adhere to this policy. I understand that there will be NO EXCEPTIONS.

## TITLE (REGISTRATION FOR NON-TITLE STATES):

Titles must be negotiable. An open title, which is not in your name, will not be accepted. Seller agrees that he/she is responsible for any previous tax or title obligations. In the event title is encumbered by a lien, the seller shall present all lien documents and release requirements with this agreement. Certificate of Origin is required for newly manufactured vehicles. Failure to guarantee a clear and negotiable title will result in the cancellation of sale. Seller then becomes responsible to pay GPK Auctions both buyer and seller commissions.

VIN Number on the vehicle must match the VIN number on the title. Vehicles without a VIN or incorrect VIN will not be allowed to enter the building.

**INDIVIDUALS:** Must have the vehicle titled in their name. Payment is to be made to the name on the title.

**DEALERS:** Must provide a valid Dealer's License and have space on the title to re-assign. Payment is made to the name on the Dealer's License.

**TITLES OF UNSOLD VEHICLES** will be returned to owners by certified mail 14 business days after sale. Absolutely no titles will be returned during auction.

## PHOTOS:

Photos provided may be used in any and all advertising and promotional material by GPK Auctions. Photos will not be returned unless requested to do so in writing and include a self-addressed stamped envelope large enough for pictures.

## CONDITIONS OF SALE

All sales are 'AS IS & WHERE IS' - GPK Auctions is not part of any agreements of any kind between the buyer and seller. You the seller, has represented the authenticity, history, and condition of the consigned vehicle. All statements made by GPK Auctions and Auctioneers are based solely upon information provided by you, the seller. GPK Auctions does not guarantee and is not responsible for any representations made as to the authenticity and condition of the vehicle. Seller agrees to pay the full commissions earned for the sale of the vehicle if the sale is not completed due to any misrepresentation on the part of the seller.

Seller 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 entry fee paid by Seller.

In the event of Seller's default on any terms herein, or a Seller makes an OFF THE BLOCK sale without notifying GPK Auctions and paying the agreed upon commission, GPK Auctions shall be entitled to attorney fees incurred in the enforcement of this contract and collection of its commissions and fees.

## LIABILITY / PROPERTY INSURANCE / PERSONAL INJURIES / OTHER DAMAGE:

Management assumes no responsibility whatsoever for any property in the Convention Center. The applicant agrees to indemnify and hold Management harmless and hereby expressly releases and discharges Management from any and all liability for any loss, injury, suits or damage to person or property that may be sustained by reason of the occupancy of the Convention Center under this agreement. The applicant agrees to maintain its own casualty insurance covering any property used or to be located at the Convention Center. The applicant further agrees to purchase and maintain general public liability insurance covering any liability which may arise out of its occupancy of space in the Convention Center. Upon request, the applicant will exhibit proof of this insurance to Management. Failure of Management to inspect applicant's insurance policy shall in no way be deemed a waiver of this requirement.

## DISCLAIMER:

G. Potter King, Inc. d/b/a GPK Auctions and Global Spectrum does not assume and expressly disclaim 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 participant's Automobiles and ancillary property brought into the show. Participants are expected to maintain insurance, which at a minimum meets or exceeds 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. GPK Auctions is acting as an agent for both buyer and seller, auctioneer is fully licensed and authorized to conduct the auction, but is not an employee of GPK Auctions. Rather the auctioneers are independent contractors.

## VEHICLE DESCRIPTION

The information on this form will be used, along with your photos, to present this vehicle on the website. Our goal is to properly market your car pre-auction and answer questions potential buyers may have about this vehicle. Please be thorough in your answers and state the specific facts that legitimately describes the current condition of the car, its options, its history, its highlights and anything additional that might be of interest to a buyer.

VEHICLE COMMENTS/HIGHLIGHTS: (This description along with first pictures will be used on the main auction listing. Please include items to entice a buyer to review this car. Also include history and best seller points.)

ENGINE/POWERTRAIN/SUSPENSION: (Please provide narrative describing vehicle components and current condition.)

EXTERIOR: (Please provide narrative describing vehicle components and current condition or damage.)

INTERIOR: (Please provide narrative describing interior specifics and current condition.)

RESTORATION / DOCUMENTATION: (Please describe and restoration that has been done. Include dates and level of restoration.)