2017

GPK AUCTIONS

2017

AUCTION LISTING AND SELLING AGREEMENT



THE CLASSICS IN ATLANTIC CITY February 10 - 12, 2017

Reserve **NO Reserve**

No Charge **Friday** \$450 No Charge Saturday \$550

\$350 Sunday Sunday cars must be 25 years or older

No Charge

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? Is title or registration encumbered by a lien? YES NO If NO, please provide dealer info above. If YES, please provide notarized lien release requirements.			
Year: EQUIPMENT Make: Power Steering Model: Power Brakes Body Style: Power Window Engine: Bucket Seats Color Exterior: Auto Trans Color Interior: Air Conditionin VIN Number: Air Conditionin Mileage: Mileage Type: Actual Since Restore Not Actual TML If the VIN# is not verified, car will not be sold. Title must be assigned dealer. GPK Auctions has the authority to reject or refuse title.	Engine		
* If No Reserve, state NONE ***** Entry fee does not apply to commissions on somethod of Payment: Payment Type:	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.		
Expiration Date: Amount Enclosed:			
Cardholder Signature:	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 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. 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.