

# AUCTION LISTING AND SELLING AGREEMENT

## ATLANTIC CITY CLASSIC CAR AUCTION

A DIVISION OF G. POTTER KING, INC.

### NON REFUNDABLE

February 24-26, 2012

OFFICE USE ONLY	
SPACES # _____	_____
AMOUNT PAID _____	DATE _____

**CONSIGNOR: Contracts must be filled out completely for all vehicles in event.**

(Seller)

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Please describe your vehicle fairly, accurately and completely:

	<b>EQUIPMENT</b>
Year _____	<input type="checkbox"/> Power Steering
Make _____	<input type="checkbox"/> Power Brakes
Model _____	<input type="checkbox"/> Power Windows
Serial No. _____	<input type="checkbox"/> Power Seats
Body Style _____	<input type="checkbox"/> Bucket Seats
Engine _____	<input type="checkbox"/> Auto Trans.
Color Exterior _____	<input type="checkbox"/> Air Conditioning
Color Interior _____	Other _____
Mileage _____	
Is Engine <input type="checkbox"/> Original <input type="checkbox"/> Replacement	
Is the title (reg. for non-title states) in your name? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Rate Each Item Below: (Must Be Fully Completed)

	Poor	Fair	Good	Excellent
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"/>

How would you classify your vehicle?

(Check any and all that apply to this vehicle)

<input type="checkbox"/> All Original	<input type="checkbox"/> Customs
<input type="checkbox"/> Stock - Not Original	<input type="checkbox"/> Pro Street
<input type="checkbox"/> Restored	<input type="checkbox"/> Resto Mod
<input type="checkbox"/> Modified	<input type="checkbox"/> Numbers Matching

Value and worthiness of vehicle determines time slot -  
to be determined by auction house.

#### CONSIGNMENT FEES

	NO RESERVE	WITH RESERVE
Friday	NO CHARGE	\$425.00
Saturday	NO CHARGE	\$525.00
Sunday*	NO CHARGE	\$275.00
<b>Salon</b>	<b>NO CHARGE</b>	<b>\$700.00</b>

\*NOTE: Sunday Consignments Must be 25 Years or Older.

**Any change will be assessed a \$100.00 fee.**

#### COMMISSION SCHEDULE

Entry Fee Does Not Apply to Commissions  
**5% Not to Exceed \$3,000.00**

#### METHOD OF PAYMENT:

Check    AMEX    Visa/Mastercard    Discover

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

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

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

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

**FEE: NON REFUNDABLE**

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

**NO RESERVE**    **RESERVE**

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)

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 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 \_\_\_\_\_

**Please send this form, color photo & payment to:**

**G. POTTER KING, INC.**  
**208 WHITE HORSE PIKE, SUITE 5**  
**BARRINGTON, NJ 08007**

**Toll Free: 1-800-227-3868**

**Phone: 1-856-573-6969**

**Fax: 856-546-8483**

**Email: info@gpkauctions.com**

**Website: acclassiccars.com**

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

\_\_\_\_\_  
CONSIGNOR / OWNER / SELLER SIGNATURE

# TERMS AND CONDITIONS

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 of show to **14 days** after the auction. It is understood and agreed that G. Potter King, Inc. (here after referred to as GPK) are agents for seller.

**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" - GPK is not part of any agreements of any kind between the buyer and seller.

**TITLE:** Good and Saleable vehicle title is part of this agreement and **MUST** be mailed or delivered thereto before this agreement will be accepted. In the event title is encumbered by assignment, pledge, chattel mortgage or security agreement, the 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 agrees to guarantee titleability. **ALL TITLES (NO COPIES) MUST BE SENT BEFORE THIS CONTRACT WILL BE ACCEPTED.**

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

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 return 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 include a self-addressed stamped envelope large enough for pictures.

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

## **PROCEDURES/TERMS FOR SETTLEMENT AT THE AUCTION OFFICE**

1. Sign the Payment Release Form when you check in at the Auction Office.
2. When your car sells, **YOU MUST** come to the settlement office to sign your title and the Bill of Sale. There is no longer a settlement process. Once the BUYER pays for the vehicle, Seller can come back to receive a check
3. You accept any inherent risks with regard to propriety of titlework.
4. Sellers commission will be deducted from the sale price of the vehicle.

In the event of Consignors default on any terms herein, **or a Consignor OFF THE BLOCK sale without notifying and paying GPK**, GPK 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 GPK. (All claim or lien holder information must be given to GPK.) Consignor further agrees to guarantee clear title to purchaser. Failing to comply will result in cancellation of sale. Seller then becomes responsible to pay GPK both buyer and seller fees.

Consignor has represented the authenticity, history and condition of the consigned vehicle as indicated hereinbefore. Consignor warrants to GPK 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.

**LIABILITY AND PROPERTY INSURANCE: RESPONSIBILITY FOR PERSONAL INJURIES OR OTHER DAMAGE.** GPK assumes no responsibility whatsoever for any property in the Convention Center. The applicant hereby expressly releases and discharges GPK from any and all liability for any loss, injury 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 GPK. Any and all watchmen or other protective service desired by the applicant must be arranged by special agreement with GPK. The applicant agrees to indemnify and hold GPK harmless from any loss, injury, suits or other liability arising out of the applicant's use of the leased premises. Failure of GPK to inspect applicant's insurance policy shall in no way be deemed a waiver of this requirement.

GPK 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 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 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. Rather the auctioneers are independent contractors.

SPACE # \_\_\_\_\_

**VEHICLE DESCRIPTION**

**Atlantic City Classic Car Auction**

VEHICLE YR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

CONSIGNOR: \_\_\_\_\_ SERIAL # \_\_\_\_\_

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.)

**BODY/CHASSIS/PAINT/CHROME/ELECTRICAL:** (Please provide narrative describing vehicle components and current condition or damage.)

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

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

\_\_\_\_\_  
CONSIGNOR SIGNATURE

\_\_\_\_\_  
DATE

# ATTENTION

ALL CONTRACTS MUST BE ACCOMPANIED BY:

- **ORIGINAL TITLE**  
(CURRENT REGISTRATION WHERE APPLICABLE)
  
- **PHOTOS - BE AWARE OF THE BACKGROUND!**  
(FRONT, REAR, DRIVER SIDE, PASSENGER SIDE,  
INTERIOR AND ENGINE COMPARTMENT)
  
- **DESCRIPTION OF VEHICLE -**  
\*SEE ENCLOSED FORMAT (THE INFO YOU  
PROVIDE IS THE INFO THAT WILL APPEAR IN THE  
DIGITAL CATALOG)

EMAIL - [INFO@GPKAUCTIONS.COM](mailto:INFO@GPKAUCTIONS.COM)

THANK YOU.