



# AUCTION LISTING CONTRACT

F&E Collector Auto Auctions, LLC. shall be known and referred to as "F&E Collector" throughout this document. Carr Auction & Real Estate, Inc. shall be known and referred to as "Carr Auction" and/or "Auction Company" throughout this document.

CAR # \_\_\_\_\_

LOT # \_\_\_\_\_

AUCTION DATE \_\_\_\_\_

### Consignor Information

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

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Insurance Company - Name & Policy Number #: \_\_\_\_\_

Dealership Name and # (If Applicable): \_\_\_\_\_

### Vehicle Information

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

ENGINE: \_\_\_\_\_ TRANS: \_\_\_\_\_ VIN#: \_\_\_\_\_

### Details, Options, Restoration Notes, Awards, etc. - Auctioneer Points (Enhance your Selling Ability)

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Ext. Color: \_\_\_\_\_

Int. Color: \_\_\_\_\_

ODOMETER READING: _____	
(As currently showing on odometer at time of listing)	
ACTUAL	EXEMPT
UNKNOWN	OVER 99,999
AUCTION COMPANY IS NOT RESPONSIBLE FOR ACTUAL MILEAGE. MILEAGE MUST BE PRESENT ON TITLE OR DOCUMENTED ELSEWHERE.	

### SELLING TYPE:

**RESERVE** - The seller has a minimum price. If the bid reaches the reserve price or above, the vehicle is sold to the highest bidder. If the bid is below the reserve price, the seller has the option to reduce the reserve and accept the bid. Seller (or Representative) is expected to attend auction to represent reserve bid vehicle(s). **DO NOT SIGN YOUR TITLE!! Once the auction company receives a listing contract, the reserve price may be lowered, but can not be raised at any time by the seller. Auction Company Reserves the right to work off of net figures.**

RESERVE \$ \_\_\_\_\_

INITIAL \_\_\_\_\_

Note: If reserve amount is NOT STATED in writing, the vehicle will be deemed to sell at No Reserve.

**ABSOLUTE - (NO RESERVE)** - The seller has no minimum price, **nor can seller bid on or purchase his own vehicle.** The vehicle will be sold to the highest bidder. Sign Title for transfer prior to submitting to Auction Company. Title must be signed as name(s) appear on title form. Please sign title with assistance from Auction Company to ensure accuracy.

NO RESERVE

INITIAL \_\_\_\_\_

**Performance Agreement:** Failure of the consigned vehicle to be present for this contracted Auction on the assigned sale day, will result in financial relief to F&E Collector and Carr Auction & Real Estate, Inc. in the amount of 10% of the stated reserve price, or if no reserve, 10% of the estimated fair market value.

INITIAL \_\_\_\_\_ I acknowledge that I have read and understand the **ENTRY RULES** as part of this contract, and this information is accurate to the best of my knowledge. All listing arrangements and Selling Contracts/Consignments are contingent upon receipt of final acceptance from F&E Collector and Carr Auction & Real Estate, Inc. Seller acknowledges that consigned vehicle is a farm vehicle, business vehicle or a Classic Auto/Antique that is at least 35 years of age or older.





**AUCTION SELLING CONTRACT**

CAR # \_\_\_\_\_

**AUCTION ENTRY RULES**

LOT # \_\_\_\_\_

F&E Collector Auto Auctions, LLC. shall be known and referred to as "F&E Collector" throughout this document. Carr Auction & Real Estate, Inc. shall be known and referred to as "Carr Auction" and/or "Auction Company" throughout this document.

**Commission & Entry Fee Schedule:**

	<u>Commission</u>	<u>Reserve</u>	<u>No Reserve</u>	<u>Paid Fee Date/Amount</u>
<b>VEHICLES</b>	<b>5%</b>	<b>\$250</b>	<b>\$150</b>	
<b>AUTOMOBILIA &amp; COLLECTIBLES</b>	<b>10%</b>	<b>\$25</b>		

**AUCTION ENTRY RULES:**

- Entry will not be confirmed until entry fee is paid. Unpaid entries will be eligible for cancellation without notice at the discretion of F&E Collector & Carr Auction & Real Estate, Inc..
- Sale position is based on a first come, first serve basis. However, F&E Collector and Carr Auction & Real Estate, Inc. reserves the right to alter the placement of sale vehicles at our discretion.
- Vehicles gas tanks will contain less than five (5) gallons of fuel when registered for entry into and in facility.
- F&E Collector and Carr Auction & Real Estate, Inc. will serve the needs of all customers to the best of our ability.
- Once a car is registered and the paperwork is submitted, there will be a \$100 service fee if you substitute vehicles. A substitute vehicle must be a similar market value or higher.
- Vehicles with liens must be pre-approved by the auction company and must in all cases be accompanied by a letter from the lien holder stating the lien release conditions and payoff amount. A \$100 lien-processing fee will be assessed.
- Carr Auction is not responsible for lost, stolen or damaged property; or for any and all liabilities. Insurance must be maintained through auction date and title exchange.
- F&E Collector and Carr Auction & Real Estate, Inc. will continue to market cars that do not reach agreeable selling prices through the Auction date and for 30 days following.
- F&E Collector and Carr Auction & Real Estate, Inc. is entitled to its commission on any vehicle sold up to 30 days after said event.
- Seller will receive payment within 10 banking days upon payment from buyer to Auction Company. F&E Collector and Carr Auction & Real Estate, Inc. will not release vehicle to buyer until payment is received.
- Should either the buyer or seller default on any part of the transaction, F&E Collector and Carr Auction & Real Estate, Inc. shall remain entitled to any and all fees and commissions by the defaulting party.
- F&E Collector and Carr Auction & Real Estate, Inc. shall be entitled to Attorney's fees incurred in the enforcement of this contract.
- Performance Agreement: Failure of the contracted and consigned vehicle to be present for Auction on assigned day will result in financial relief to F&E Collector and Carr Auction & Real Estate, Inc. in the amount of 10% of stated reserve price or fair market value (if no reserve).
- Vehicles identified as having "matching numbers and other claims of pedigree" may have additional seller requirements. Seller assumes all liability in marketing such vehicles with such claims and understands that Buyers may interpret as guarantees.
- Positions/lot numbers are the property of F&E Collector and Carr Auction & Real Estate, Inc. and CANNOT be reassigned by a seller.
- Choice of Law and Venue: To the Furthest extent permitted by law and notwithstanding any other provision contained herein, Consignor/Purchaser agrees that the maximum extent of liability of F&E collector and Carr Auction & Real Estate, Inc. shall be equal to

the commission actually earned on the sale of the vehicle or Lot that is the subject of the dispute. This agreement shall be governed by, and construed in accordance with, laws of the State of Kansas without giving effect of any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Kansas. The seller/consignor irrevocably submits to the jurisdiction of the State of Kansas over any dispute arising out of, or relating in any way, to this agreement or to the transaction(s) to which it relates. The seller/consignor irrevocably agrees that all claims shall be heard and determined in such court. The seller/consignor irrevocably waives to the fullest extent permitted by law, any objection or defense which he, she or it may now have, or come to have, regarding the inconvenience of this forum.

17. Vehicles/Items must be removed from the auction site within 48 hours of the auction end time (last lot sold). They are the responsibility of the owner and if not removed, may be removed and stored at owner's expense.

**Title/VIN Requirements**

- The actual title is required prior to the Auction Date.
- The exception to a title not sent in advance is a title held by a lending institution having a lien. A \$100 lien fee will be assessed for any title not presented at the auction.
- Titles must be negotiable.** Sellers must have space on the title to reassign it. Individuals must have the vehicle titled in their name(s). Payment is made to the name(s) on the title. An "Open Title", which is one not in your name, is not acceptable. On non-negotiable titles, funds to the seller will be held until proper title is provided. Any title requiring a correction will be assessed a \$100 title correction fee.
- Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.
- Serial/VIN/ID Numbers on consigned vehicle must match the title exactly. Seller shall be solely responsible to provide a 100% marketable title free and clear of all liens, encumbrances, and/or security interests. Seller shall accept return of vehicle plus return all monies received from F&E Collector and Carr Auction & Real Estate, Inc. and pay for Entry Fees, Buyer Fees, and transportation costs if the Serial/VIN/ID Numbers are deemed to be fraudulent and/or the title is less than 100% marketable as determined by Auction Company. Sole discretion shall be at the mercy of Auction Company.
- Dealer seller titles: Your dealer name MUST appear on the title(s). Dealers must be present at auction to perform applicable paperwork and to collect sales tax if applicable.
- Trust/State Vehicles: **Vehicle in Trust:** Trust Papers or Certification of Trust must accompany the title; **Vehicle Sold Through an Estate:** Original executor(s) paperwork and copy of death certificate must accompany the title.
- Seller hereby acknowledges and agrees to allow F&E Collector and Carr Auction & Real Estate, Inc. the right to facilitate the transaction and negotiation of title from Seller to Buyer. Seller acknowledges that by signing this Contract that delivery, acceptance and receipt of said title on vehicle(s) is expected and acceptable. Seller agrees to allow F&E Collector and Carr Auction & Real Estate, Inc. the right to hold title upon acceptance of this Agreement until successful sale and payment is made or 30 days post Auction Date.

**SELLER'S AGREEMENT:** THE SELLER covenants with the PURCHASER that he/she is the true and lawful owner, or legally appointed agent of the consigned vehicle, that the same is free from all liens and encumbrances unless stated on Seller's Listing Contract; that he/she has good right and full power to sell and transfer title to the same; and to the fullest extent permitted by law, Seller/Consignor (or any other term as may be used herein to describe said person or entity) hereby agrees to irrevocably defend, indemnify, and hold harmless F&E Collector and Carr Auction & Real Estate, Inc., including its officers, shareholders, directors, employees or agents, from and against any and all claims, alleged claims, demands, penalties or causes of action, without limitation, arising from the consignment of vehicle(s) including but not limited to misrepresentations, misstatement of fact, title issues, ownership issues, claims involving "numbers matching" statements, lien issues, and any other issue(s) known or unknown existing now or in the future and arising directly or indirectly from the consignment and sale of Seller/Consignor's Vehicle(s). The representations and warranties contained herein shall survive closing on the sale of the vehicle.

SELLER agrees that any amounts owed to the auction company may be deducted from the proceeds due the seller. Seller agrees he/she is responsible for any description of said vehicle. I, the seller, fully understand and acknowledge that F&E Collector and Carr Auction & Real Estate, Inc. is only providing a service to bring buyers and sellers together. In the event of purchaser's default, the Seller/Consignor releases the auction company from all legal liability and agrees to look only to the purchaser for any recourse arising from said default.

**Warning – Fraud or Misrepresentation by the seller can supersede "as-is" in a court of law. A seller may remain liable for issues with a vehicle because of misrepresentation or fraud. A Seller must be prepared to substantiate to buyer any claims or statements that could be construed as guarantees.**

I understand and agree to the Seller's Commission; I understand and agree to all Auction Entry Rules on this contract; I affirm that the information I have provided is true and accurate. I understand that all listing arrangements are contingent upon receipt of final acceptance from F&E Collector and Carr Auction & Real Estate, Inc. Seller acknowledges that consigned vehicle is a farm vehicle, business vehicle or a Classic Auto/Antique that is at least 35 years of age or older.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

