

**Saratoga Motorcar Auction – Consignment Contract**

**Consignor Information:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Consignment Contract:**

1. Copy of valid driver's license
2. Copy of dealer's license and resale certificate (if applicable)
3. Copy of title or registration, *original to be provided at Auction. If not, vehicle will be removed from Auction, unless arrangements have been made. (i.e. Title in Transit)* \*Note: if vehicle is older than 1973, in New York State a transferrable registration as proof of ownership is acceptable. This is the only exception, title is required otherwise.
4. Photo of vehicle VIN plate
5. Copies of historical documentation (if applicable)
6. Photos can be emailed to: auction@saratogaautomuseum.org
7. Valid Inspection form dated within 30 days of auction \*Note: All vehicles consigned, no exceptions.
8. In the event of battery failure, the consignor will be charged \$300 to replace. Initial: \_\_\_\_\_

**Consignment Fee Payment:**

**Consignors receive entry to the auction plus one guest. Also, Consignor and guest gain entry to our Preview Day Event featuring Soul Session. To add guests or upgrade to VIP please see pricing below. Memorabilia Consignors receive entry to the auction only.**

- \$250 per vehicle     Memorabilia Waived     \$25 Extra Guest Badge, per Day     \$50 Upgrade to VIP, per Day  
 \$20 additional ticket to Preview Day Event featuring Soul Session 6-9pm

# \_\_\_\_\_ Extra Guest Badges      # \_\_\_\_\_ VIP Badges      # \_\_\_\_\_ Tickets to Preview Day Event

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

Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

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

**Consignment Submission Instructions:**

**Please include the above and return your consignment package one of three ways:**

1. Mail: Saratoga Automobile Museum, 110 Avenue of the Pines, Saratoga Springs, NY 12866
2. Fax: 518-587-4149
3. Email: auction@saratogaautomuseum.org

**Please put the year, make, and model of the vehicle in the subject line of your email. If you have any questions, please call Molly Knott at 518-401-5183**

I acknowledge that I have read and agree to the terms and conditions included below on the terms and conditions page.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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**Auction Reserves:**

No Reserve (Absolute) 6% Seller Commission – Memorabilia 20% Seller Commission

“Absolute auction” means an auction of real or personal property to which the property is sold to the highest bidder without reserve, the auction does not require a minimum bid, the auction does not require competing bids of any type by the seller or an agent of the seller and the seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids. Consignor will transfer ownership of the property to the highest bidder.

Reserve Price \$ \_\_\_\_\_ 8% Seller Commission – Memorabilia 20% Seller Commission

“Reserve auction” means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by the auctioneer. Vehicle will be accepted with a reserve placed on it provided that it is considered fair and reasonable by the Consignee. The reserve, if any, must be stated on this form. Reserve cannot be raised once the automobile is accepted, but it may be lowered prior to the time of sale.

**Liens:**

Does your vehicle have a lien?    Yes    No   If YES, what is the lien amount? \$ \_\_\_\_\_

Bank/ Lien Holder Name & Address: \_\_\_\_\_

**Memorabilia Information:**

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

Item Description: \_\_\_\_\_

**Vehicle Information:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN: \_\_\_\_\_ Body Style: \_\_\_\_\_ Doors: \_\_\_\_\_

Mileage: \_\_\_\_\_  Actual    Exceeds Mechanical Limits    Exempt    Not Actual

Engine Size: \_\_\_\_\_ Cylinders: \_\_\_\_\_ Horsepower: \_\_\_\_\_

Engine Type:    Gas    Electric    Diesel    Hybrid    Other: \_\_\_\_\_

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

Interior Material:    Leather    Vinyl    Cloth    Suede    Other: \_\_\_\_\_

<u>Original Engine</u>	<u>Transmission Type</u>	<u>Number of Speeds</u>	<u>Original Exterior</u>	<u>Original Interior</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> Automatic	<input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> No	<input type="checkbox"/> Manual	<input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> Other	<input type="checkbox"/> No	<input type="checkbox"/> No

<u>Shifter Type</u>	<u>Convertible Options</u>	<u>Seating Type</u>	<u>Options/Features</u>
<input type="checkbox"/> Floor	<input type="checkbox"/> Hard Top	<input type="checkbox"/> Bench	<input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes
<input type="checkbox"/> Column	<input type="checkbox"/> Soft Top	<input type="checkbox"/> Bucket	<input type="checkbox"/> Power Window <input type="checkbox"/> Power Top
<input type="checkbox"/> Paddle	Color: _____	<input type="checkbox"/> Racing	<input type="checkbox"/> Power Seats <input type="checkbox"/> Sunroof
Other: _____	Material: _____	Other: _____	<input type="checkbox"/> Power Locks <input type="checkbox"/> A/C

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The following Consignor Terms and Conditions are incorporated as a material part of this Consignment Information and Selling Agreement.**

1. Saratoga Automobile Museum hereinafter referred to as "Saratoga Motorcar Auction", agrees to pay the costs of the auctioneers, the advertising, and the auction sale facility, clerks, cashiers, and necessary sale help. In consideration therefore, Seller/Owner, hereinafter referred to as "Seller", gives Saratoga Motorcar Auction the exclusive right to auction or otherwise market and sell the Vehicle until thirty (30) days after the auction date and agrees to pay Saratoga Motorcar Auction the Commissions for any sale occurring within thirty (30) days of the auction. Seller acknowledges and accepts that Saratoga Motorcar Auction cannot accurately predict sale time and/or sale prices and any predictions by Saratoga Motorcar Auction with respect to the foregoing shall be considered estimates only and shall not be binding upon Saratoga Motorcar Auction. Furthermore, Saratoga Motorcar Auction makes no representations or warranties as to the ability of any buyer to perform, and the parties expressly agree that Saratoga Motorcar Auction shall not be liable to Seller in the event of a default by any buyer.

2. In addition to the Consignment Fee described on page two of this Consignment Contract and Selling Agreement, Seller agrees to pay Saratoga Motorcar Auction compensation for its efforts in the sale of the Vehicle as follows (such compensation collectively referred to as the "Commission"): (a) Reserve Auction – eight percent (8%) of the sale price. (b) No Reserve Auction – six percent (6%) of the sale price. With a minimum of \$250 consignment fee for both Reserve Auction & No Reserve Auction. Seller shall be obligated to pay Saratoga Motorcar Auction the commission if: (a) Saratoga Motorcar Auction procures a buyer that is ready, willing and able to purchase the Vehicle under a "No Reserve" auction or for the agreed upon "reserve price" or other mutually agreed upon minimum price under a "Reserve" auction; (b) Seller withdraws the Vehicle from the current auction or intentionally causes the Vehicle to be unmarketable before the current auction; (c) Seller transfers or enters into any agreement for the transfer of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person during the thirty (30) days following the auction, whether or not dealt with/by Saratoga Motorcar Auction; except that this provision shall not apply if the Vehicle is sold at another public auction by a licensed dealer; or (d) Saratoga Motorcar Auction agrees to sell the Vehicle to a buyer on terms and conditions that are agreeable to the Seller. The sale price for the calculation of the Commission shall be the greater of the reserve price or the actual consideration for the transfer of ownership as described above.

3. Seller warrants that Seller is the sole and only owner of the Vehicle(s), has the right to sell the Vehicle, and **has clear title or consent of the lien holder, if any, to sell the Vehicle**. The seller has provided Saratoga Motorcar Auction with all lien holder information, including name and amount, in advance of the sale. Seller agrees to correct any title defects and pay for the costs associated with providing Saratoga Motorcar Auction with good, clear, and merchantable title to the Vehicle. **Original clear title is to be presented at the time of the Saratoga Motorcar Auction, if not, the Saratoga Motorcar Auction reserves the right to remove the vehicle from the auction.**

4. Seller acknowledges that the information it has provided regarding the history, authenticity, and originality of the Vehicle history (the "Vehicle Information") will be used by Saratoga Motorcar Auction to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that Saratoga Motorcar Auction is relying on Seller's representations in the Vehicle Information and Saratoga Motorcar Auction has not independently verified same. Seller hereby agrees and consents to the publication of photographs of the Vehicle and Vehicle Information in any promotional materials for any current or future auction conducted or produced by Saratoga Motorcar Auction and further agrees that any Vehicle photographs supplied by Seller shall remain the property of Saratoga Motorcar Auction.

5. Seller agrees and consents to the sale of the Vehicle subject to the terms, conditions, and commissions as stated herein and the Customer Summary and Bill of Sale, the terms, and conditions of which are incorporated herein, and any other terms and conditions of the sale of the Vehicle. Seller authorizes Saratoga Motorcar Auction to release the Vehicle to the Buyer and agrees to rely only upon the Buyer for payment, thereby releasing Saratoga Motorcar Auction from all legal obligations for collection of any purchase price, attorney's fees, and costs and /or expenses connected with the sale of the vehicle. If, as a convenience either to Buyer or Seller, Saratoga Motorcar Auction should issue payment to the Seller on behalf of the Buyer, the payment can be withheld, withdrawn, canceled, or revoked at any time at Saratoga Motorcar Auction's discretion until proper, good and acceptable funds are received by Saratoga Motorcar Auction from the Buyer, and the Vehicle may be withheld from the Buyer pending receipt by Saratoga Motorcar Auction of such funds.

6. **Payment for the Vehicle is to be immediate and made directly by the Buyer of Saratoga Motorcar Auction.** Payment of the Commission as set forth herein and in the Customer Summary and Bill of Sale is to be immediate and made directly by Seller (or by Buyer as may be agreed to by Seller and Buyer) to Saratoga Motorcar Auction or Saratoga Motorcar Auction may reduce any amounts owed to Seller by the amount of commission. Saratoga Motorcar Auction shall pay the purchase price of the Vehicle as outlined in the Customer Summary and Bill of Sale to the Seller within **fifteen (15) days** of the receipt by Saratoga Motorcar Auction of full payment from the Buyer, less any amounts owed by Seller to Saratoga Motorcar Auction. Proceeds sufficient to satisfy any existing debt or obligation (whether or not related to the sale of the Vehicle) contemplated by this Consignment Information and Selling Agreement owed to Saratoga Motorcar Auction by Seller may be withheld by Saratoga Motorcar Auction at its discretion.

7. Saratoga Motorcar Auction, may at its discretion, act as agent for the Seller to cancel or rescind the sale of the Vehicle if Saratoga Motorcar Auction determines or has reason to believe that the offer for sale has or may subject Saratoga Motorcar Auction, the Seller or both to any liability including, but not limited to, liabilities due to representations made by the Seller or due to insufficient title or authority. In the event of such cancellation, Saratoga Motorcar Auction, as agent, shall have the right to refund or credit the full purchase price to the Buyer. If the Seller has received all or part of the proceeds, the Seller agrees to refund such amounts. Seller also agrees to accept the return of the Vehicle, as a complete settlement of all claims Seller may have against Saratoga Motorcar Auction or any such liability or potential liability. Seller agrees to be responsible for and pay any costs incurred concerning the return of the Vehicle including transportation costs.

8. According to New York State regulations all vehicles must be inspected prior to the vehicle leaving the Auction site if sold to a New York State Retail purchaser. That being said, every vehicle consigned to the Saratoga Motorcar Auction must pass a New York State inspection. The Seller is responsible for obtaining and submitting an inspection form to the Saratoga Motorcar Auction within **thirty (30) days** of our auction. The Saratoga Motorcar Auction has the right to refuse to sell the vehicle at the auction, if the Saratoga Motorcar Auction deems the vehicle will not pass New York State Inspection. Seller is also responsible for any repairs the vehicle needs to be made to have the vehicle pass New York State Inspection, if the vehicle sells at auction, and Saratoga Motorcar Auction reserves the right to deduct fees from the Seller's payment.

**The following Consignor Terms and Conditions are incorporated as a material part of this Consignment Information and Selling Agreement.**

9. Seller agrees that Saratoga Motorcar Auction shall have no liability for loss, theft, or damage of any type to the Vehicle, its contents, or components at any time and that Saratoga Motorcar Auction is not a bailer of such Vehicle. Seller further agrees to indemnify and hold Saratoga Motorcar Auction, its agents, owners, directors, shareholders, representatives, and employees harmless from and against any claims for personal injury and property loss or damage arising out of this transaction. Seller hereby represents that the Vehicle is currently insured and that Seller shall maintain its own insurance on the Vehicle throughout the duration of this Agreement, and until the closing of the sale of the Vehicle to a buyer under the Purchase Invoice and Bill of Sale. Saratoga Motorcar Auction provides no such insurance and is not an insurer of any vehicle or other article offered for sale. The seller hereby grants permission for Saratoga Motorcar Auction, its employees, representatives, or agents to drive or move the vehicle before, during, or after the sale of the vehicle. Seller represents and warrants that the Vehicle is in a safe and operable condition to be driven by employees, representatives, or agents of Saratoga Motorcar Auction.

10. The party executing this Consignment Contract and Selling Agreement warrants that it has the authority to bind the Seller to its terms. All Vehicles are sold "Dealer Limited Warranty" per New York State Guidelines.

11. Saratoga Motorcar Auction does not allow Seller "buy-backs" on "No Reserve" lots and in the event this occurs, the Seller shall be obligated to pay Saratoga Motorcar Auction a ten percent (10%) commission on the final bid price for the Vehicle which shall be payable in cash, personal check with a letter of guarantee from bank, or certified funds to Saratoga Motorcar Auction by Seller before the Vehicle is released to Seller.

12. If the vehicle is to be sold with reserve, the auctioneer may bid on the Seller's behalf in an amount not to exceed the reserve price. **The reserve price may not be increased at any time.** If Seller offers to lower the reserve price and Saratoga Motorcar Auction shall sell the Vehicle at the lowered price, the original, nominal reserve commission rate/formula will still apply. If Seller and Saratoga Motorcar Auction agree that the Vehicle is to be sold at a "net price" to the Seller, the commission rate/formula shall not apply and Saratoga Motorcar Auction shall be pay the amount, if any, the agreed upon "net price" to be paid to the Seller.

13. Seller represents that all of Seller's statements and claims concerning the Vehicle are true and correct, and Seller has not withheld from disclosure any material problems, flaws, or discrepancies regarding the Vehicle. The seller shall provide Saratoga Motorcar Auction written notice describing any title "branding" issues, including, but not limited to, the salvage, previously salvaged, or rebuilt condition of the Vehicle. The Seller shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein. Seller agrees that Seller or any agent or employee or independent contractor hired by Seller has not tampered with the odometer on the Vehicle. **SELLER ACKNOWLEDGES THAT SARATOGA MOTORCAR AUCTION SHALL NOT BE RESPONSIBLE FOR SAFEKEEPING OR DELIVERY OF ANY OF THE BOOKS, RECORDS, OR OTHER MATERIALS OR DOCUMENTS REGARDING THE VEHICLE (E.G. THE "BUILD SHEET," THE ORIGINAL WINDOW STICKER, THE OWNER'S MANUAL, TROPHIES AND AWARDS, ETC). SELLER SHALL BE RESPONSIBLE FOR SAFEKEEPING SUCH MATERIALS DURING THE AUCTION AND FOR THE DELIVERY OF SUCH MATERIALS TO ANY BUYER. SELLER INDEMNIFIES AND HOLDS SARATOGA MOTORCAR AUCTION HARMLESS FOR AND AGAINST ANY DAMAGES ARISING FROM ANY INCORRECT OR MISLEADING STATEMENTS OR ANY KNOWN OR UNKNOWN MATERIAL PROBLEMS, FLAWS, OR DISCREPANCIES CONCERNING THE VEHICLE.**

14. If Seller shall commence a legal action or proceeding against Saratoga Motorcar Auction, but does not prevail in such action or proceeding, Seller shall reimburse Saratoga Motorcar Auction for all its legal fees and expenses connected with such action or proceeding. If Saratoga Motorcar Auction shall commence a legal action or proceeding against Seller, and Saratoga Motorcar Auction prevails in such action or proceeding, the seller shall reimburse Saratoga Motorcar Auction for all its legal fees and expenses connected with such action or proceeding. This Consignment Information and Selling Agreement and all disputes or actions related to, arising out of, or in connection herewith or the relationship of the parties hereto, shall be governed by and construed under the laws of the State of New York without giving effect to the principles of conflicts of laws thereof. Seller agrees to the venue and jurisdiction, if in state court, in the courts of Saratoga County, State of New York, and if in federal court, in the U.S. District of New York for all disputes or legal actions arising out of or in connection with any matter contained herein.

15. Notwithstanding anything to the contrary herein, Saratoga Motorcar Auction's total liability arising from and under this Consignment Contract and Selling Agreement for any claims of any nature, whether based on contract, tort, (including negligence), indemnity, contribution, strict liability or otherwise will not exceed the purchase price for the vehicle as reflected in the Customer Summary and Bill of Sale.

16. This instrument together with the Bidder Contract, Clerk Ticket, Customer Summary, Bill of Sale, Odometer Statement, Buyer's Guide, and any other document signed by one or both of the parties and notices posted as the auction site comprise the entire agreement of the parties and shall be binding on them and their respective heirs, personal representatives, and assigns. This instrument shall not be modified except in writing, signed by an officer or Saratoga Motorcar Auction in the auction or at the auction block. The above instruments constitute an agreement between the Buyer, Seller, and Saratoga Motorcar Auction and shall be interpreted under the laws of the State of New York.

17. In the proper context, the term "Vehicle" as used herein is defined to mean any article, item, object, personality, or thing(s) sold according to this Consignment Contract and Selling Agreement and instruments collateral hereto.

18. If the items do not sell for any reason whatsoever, regardless of who is at fault, Seller shall immediately retrieve said item(s) from the place of sale unless agreed otherwise by Seller and Saratoga Motorcar Auction. Seller shall also have the right to sell these items in another Saratoga Motorcar Auction (with Seller to pay an entry fee for such other auction if the reason the Vehicle did not sell was not due to any fault of Saratoga Motorcar Auction). The seller must give the Saratoga Motorcar Auction five (5) days' notice before sending the Vehicle to another auction for sale and agree to sell the items under the same terms and conditions as advertised and stated for such auction. Seller agrees that Saratoga Motorcar Auction has no liability for loss or damage to the Vehicle or other items left with Saratoga Motorcar Auction at any place of auction, and it shall be the Seller's obligation to remove said item(s) at Seller's sole expense.

19. Vehicles shall be removed from the Saratoga Motorcar Auction premises no later than the second business day following the auction, thereafter, the Saratoga Motorcar Auction may charge a daily storage fee of up to **\$100 per day**, should any vehicle be left on the premises.