



CONSIGNMENT REQUEST FORM

MapleBrothersAuction.com – 918.236.9556
11508 E. 58th St., Tulsa, OK 74146

August 6 & 7, 2021 – Allen, TX Delta Marriott/Watters Creek Convention Center

Please complete the entire form below and return it to your consignment specialist or our office at consign@MapleBrothersAuction.com along with full payment of all fees. Be signing this form, you agree to our Terms & Conditions which is available on the consignment page at MapleBrothersAuction.com. Keep a copy of this form for your records.

No Reserve Placement Reserve Placement

Note: Consignments valued under \$10,000 must sold without reserve. Reserve price must be agreed upon by Maple Brothers prior to lot assignment.

LEGAL OWNER CONTACT INFORMATION

NAME	ADDRESS
EMAIL	CITY, STATE, ZIP
HOME PHONE	CELL PHONE

DEALERS ONLY (Attach a copy of your Dealer and Resale Licenses)

DEALERSHIP NAME	DEALERSHIP ADDRESS
DEALER #	CITY, STATE, ZIP
PHONE	FAX

VEHICLE INFORMATION

YEAR	MAKE	MODEL
BODY STYLE	EXT COLOR	INT COLOR
ENGINE SIZE	TRANSMISSION TYPE	NUMBERS OF SPEEDS
CYLINDERS	VIN NUMBER	VIN LOCATION
CONDITION: <input type="checkbox"/> Original <input type="checkbox"/> Custom <input type="checkbox"/> Numbers Matching Engine <input type="checkbox"/> Custom-Restored <input type="checkbox"/> Original-Restored <input type="checkbox"/> Date Code Correct Engine		
HORSEPOWER <input type="checkbox"/> Original <input type="checkbox"/> Modified		DOES THE VEHICLE HAVE FACTORY HIGH PERFORMANCE OPTIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> With Documentation <input type="checkbox"/> Without Documentation

VEHICLE FEATURES (Select those that apply)

<input type="checkbox"/> Power Windows	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> A/C	<input type="checkbox"/> Alarm System
<input type="checkbox"/> Tilt Wheel	<input type="checkbox"/> Sunroof	<input type="checkbox"/> Leather Interior	<input type="checkbox"/> Airbags	<input type="checkbox"/> Navigation
<input type="checkbox"/> Bluetooth	<input type="checkbox"/> AM/FM	<input type="checkbox"/> MP3	<input type="checkbox"/> 4WD	

LIENS ONLY (Please attach a copy of your lien payoff information)

LIEN AMOUNT		NAME OF LIEN HOLDER	
ADDRESS		CITY, STATE, ZIP	
PHONE	FAX	CONTACT NAME	

VEHICLE DESCRIPTION

Supply a detailed description of the vehicle. Include documentation establishing history and provenance, features and options. Federal Odometer Statement will be required for any vehicle with a model year less than ten years old. Any vehicle with a model year greater than ten years is exempt, however if owner intends to represent the mileage as actual, it must be included in the description and warranted by Seller with a Matching Numbers Statement.

VEHICLE PHOTOS

High resolution photos must be included. We require the following photos in order to consign your vehicle: front ¾ angle (both sides), side, rear, engine, interior, odometer, VIN, trim tags, title (front and back), and undercarriage (if possible). By submitting photos, you certify that all of the photos are accurate representations of the vehicle, are owned by you, and may be used in promotions and advertising. Photos may be emailed to your salesperson or photos@MapleBrothersAuction.com.

VEHICLE TITLE/VIN VERIFICATION

Owner must have a clear U.S. title in their personal name or their company's name. Owner confirms VIN on the title matches the VIN. The vehicle may be subject to rejection if the VIN and the title do not match or the VIN plate is not the original manufacturer plate or state assigned VIN plate. The owner of record on the title will paid the proceeds from the sale of the vehicle.

SIGNATURE

Maple Brothers Auction provides no insurance and is not the insurer of any vehicle or other article offered for sale. Seller should provide insurance against all perils and losses. Insurance should be maintained until Seller receives sale proceeds.

Seller warrants that Seller is the sole owner of the vehicle and has the right to sell the vehicle and has good, clear, merchantable title or consent of the lien holder, if any, to sell. Seller agrees to provide copy of title with this consignment form and agrees to bring original title to the auction. Title will be returned if the vehicle does not sell.

Seller understands that Company cannot guarantee the run time of the vehicle across the block. Seller represents and warrants that they are the legal owner of the above-identified vehicle. If vehicle has a lien, funds will be used to pay lienholder first. Any lien balance is responsibility of Seller. Seller authorizes Company the right to market and sell the Vehicle on their behalf. Seller also represents and warrants that all information provided is true, including but not limited to the identifying and descriptive information pertaining to the vehicle, and that seller has fully disclosed any issues, and Company may rely on the information provided by the Seller. Seller confirms they have read, understand, and agree to all terms and conditions.

SELLER'S SIGNATURE

DATE

ON BEHALF OF MAPLE BROTHERS AUCTION

DATE



MAPLE BROTHERS AUCTION: SELLER'S TERMS, PROVISIONS & CONDITIONS OF SALE

1. Maple Brothers Auction (hereinafter called MBA), pays auctioneers, provides advertising, and provides the auction sale facility, clerks, cashiers, and necessary sale help. Seller/Owner gives MBA the exclusive right to auction or otherwise market and sell Vehicle until twenty days after sale date and agrees to pay MBA the regular commission for any sale occurring within twenty days of the auction. Seller/Owner acknowledges and accepts that MBA cannot accurately predict sale time and/or sale prices and any predictions by MBA with respect to the foregoing shall be considered estimates only and shall not be binding upon MBA. Furthermore, MBA makes no representations or warranties as to the ability of any buyer to perform and the parties expressly agree that MBA shall not be liable to Seller/Owner in the event of a default by any buyer.
2. Seller/Owner warrants that Seller/Owner is the sole and only owner of Vehicle(s), has the right to sell Vehicle and has clear title or consent of the lien holder, if any, to sell. Seller/Owner has provided MBA with all lien holder information, including name and amount, in advance of sale. Seller/Owner agrees to provide Buyer with good, clear, accurate in all respects, and merchantable title and agrees to correct any title defects and/or pay the costs associated with providing Buyer with good, clear and merchantable title as required by the state where Buyer seeks to register Vehicle.
3. Seller/Owner acknowledges that the information it has provided regarding its Vehicle's history, authenticity and originality ("Vehicle Information") will be used by MBA to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that MBA is relying on Seller/Owner's representations in the Vehicle Information and MBA 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 MBA and further agrees that any Vehicle photographs supplied shall remain the property of MBA.
4. Seller/Owner agrees and consents to the sale of Vehicle subject to the terms, conditions and commissions as stated herein and/or contained in this CONSIGNMENT INFORMATION AND SELLING AGREEMENT, PURCHASE INVOICE AND BILL OF SALE and TERMS AND CONDITIONS OF SALE. Seller/Owner authorizes MBA to release Vehicle to the Buyer on the basis of the method of payment noted in this instrument and agrees to rely only upon the Buyer for payment, thereby releasing MBA from any and all legal obligation for collection, attorney fees, or any costs and/or expenses connected with Vehicle's sale. If, as a convenience either to Buyer or Seller/Owner, MBA should issue payment to the Seller/Owner on behalf of the Buyer, the payment can be withheld, withdrawn, cancelled or revoked at any time at MBA's discretion until proper, good funds are received by MBA from the Buyer, and Vehicle can be withheld from Buyer pending receipt by MBA of such funds.
5. Payment for Vehicle is to be immediate and made directly by the Buyer to MBA with either party paying the MBA sales commission and with MBA paying the Seller/Owner within thirty (30) days of the date the Vehicle or item was auctioned off.
6. MBA, may at its discretion, acting as agent for the Seller/Owner, cancel or rescind the sale of the vehicle if MBA determines or has reason to believe that the offer for sale has or may subject MBA, the Seller/Owner or both to any liability including but not limited to liabilities due to representations made by the Seller/Owner or due to insufficient title or authority. In the event of such cancellation, MBA, as agent, shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Seller/Owner has received all or part of the proceeds, the Consignor agrees to repay such amounts. The Consignor also agrees to accept return of the vehicle as full and complete settlement of this Agreement.
7. Seller/Owner agrees that MBA shall have no liability for loss, theft or damage of any type to the Vehicle, its contents, or components at any time and that MBA is not a bailee of such Vehicle. Seller/Owner further agrees to save MBA, its agents, and its employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Seller/Owner represents that the Vehicle is currently insured and that Seller/Owner shall maintain its own insurance. MBA provides no such insurance and is not an insurer of any vehicle or other article offered for sale. Seller/Owner hereby grants permission for MBA, its employees or agents to drive or move the Vehicle before, during or after the sale. Seller/Owner represents and warrants that the Vehicle is in a condition safe and operable condition to be driven by MBA employees or its agents.
8. The party executing this Consignment Agreement warrants that it has the authority to bind the Seller/Owner to the terms of this Consignment Information and Selling Agreement.
9. Seller/Owner represents that all of Seller/Owner's statements and claims with respect to Vehicle are true and correct to the best of Seller/Owner's knowledge and belief and Seller/Owner has not withheld from disclosure any known or unknown material problems, flaws or discrepancies with regard to Vehicle. Seller shall provide MBA written notice describing any title "branding" issues, such "branding" issues shall include but are not limited to salvage, previously salvaged, or rebuilt. The Seller/Owner shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein. Seller/Owner agrees that Seller/Owner or any agent or employee or independent contractor hired by Seller/Owner has not tampered with the odometer on any vehicle consigned. Seller/Owner indemnifies and holds MBA harmless for any damages arising from any incorrect, or misleading statements or any known or unknown material problems, flaws or discrepancies with regard to the Vehicle.
10. In addition to the Entry Fee described on the reverse side of this Consignment Information and Selling Agreement, Seller/Owner agrees to pay MBA compensation for its efforts in the sale of the Vehicle as specified on "Consignment" and "Selling Agreement". Seller/Owner shall be obligated to pay MBA the Commission if: **(a.)** MBA procures a buyer that is ready, willing and able to purchase the Vehicle under a "No Reserve" sale or for the agreed upon "reserve price" or mutually agreed upon other minimum price under a "Reserve" sale; or **(b.)** Seller/Owner withdraws the Vehicle from the current sale or intentionally causes the Vehicle to be unmarketable before the current sale; or **(c.)** Seller/Owner transfers or enters into any agreement for the sale of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person during the twenty days following the sale, whether or not dealt with by MBA; except that this provision shall not apply if the Vehicle is sold at another public auction by a licensed dealer; or **(d.)** MBA enters into an agreement to sell the Vehicle to a buyer on terms and conditions that are agreeable to the Seller/Owner. 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.
11. If the Vehicle is to be sold with reserve, the auctioneer may bid on the Seller/Owner's behalf in an amount not to exceed the reserve price. The reserve price may not be increased at any time. If Seller/Owner offers to lower the reserve price and MBA shall sell Vehicle at the lowered price, the original, normal reserve commission rate/formula will still apply. If Seller/Owner and MBA agree that the Vehicle is to be sold at a "net price" to the Seller/Owner, the commission rate/formula shall not apply and MBA shall be paid the amount, if any, in excess of the agreed upon "net price" to be paid to the Seller/Owner.

12. MBA does not allow Seller/Owner "buy-backs" on "No Reserve" auctions and, in the event this occurs, the Seller/Owner shall be obligated to pay MBA a ten percent (10%) commission on the final bid price for the Vehicle which shall be payable in cash or certified funds to MBA by Seller/Owner before the Vehicle is released to Seller/Owner.

13. If Seller/Owner or Buyer shall sue MBA but does not prevail, Seller/ Owner or Buyer shall reimburse MBA for all its reasonable legal fees and expenses connected with such suit. Both Seller/Owner and Buyer agree to the venue and jurisdiction of the courts of Tulsa County, State of Oklahoma, United States of America for any and all court cases arising out of these documents and the items they cover. Seller/Owner and Buyer agree that the laws of the State of Oklahoma shall apply to any disputes arising from this Consignment Information and Selling Agreement.

14. This instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoice & Bill of Sale 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 of MBA in the auction office or at the auction block. The above instruments constitute an agreement between the Buyer, Seller/Owner and MBA and shall be interpreted in accordance with the laws of the State of Texas.

15. In the proper context, the term "Vehicle" is used herein as defined to mean any article, item, object, personality, thing or things sold pursuant to this Consignment Information and Selling Agreement and instruments collateral hereto.

16. If the items do not sell for any reason whatsoever, no matter whose fault, Seller/Owner shall immediately retrieve said items from the place of sale unless agreed otherwise in writing by Seller/Owner and MBA.

17. Make checks payable to Maple Brothers Auction.

By signing the consignment form or agreeing to consignment digitally, I agree to and accept the terms, provisions and conditions of this sale.