

# Consignment Application



The Branson Auction

Date:

Name:		
Mailing Address:		
City:	State:	Zip Code:
E Mail Address:		
Primary Phone:	Cell Phone:	
Vehicle Information:		
Year:	Make:	Model:
Exterior Color:		
Interior Color:		
Interior Material:		
Transmission:	Speed:	Vin Number:
Lot #:		
Fee:		

Dealer Name:		Dealer #:
Dealer Address:		
City:	State:	Zip Code:
E Mail Address:		
Website:		

Body Style:	# Doors:
Engine:	Engine Size:
Reserve:	No Reserve
<input type="checkbox"/>	

Vehicle Details:	

Lienholder Name:	Lienholder Address:	Lienholder City:	State:	Zip:

## TERMS OF AUCTION

1. Seller warrants he/she is sole and only owner and has right to sell vehicle and has clear title or consent of lienholder to sell.
2. Seller recognizes the fact that he/she is selling directly to the buyer and is therefore responsible for all claims, representations, and accuracy of all statements offered. Should the seller's representation of their automobile be found to be false, misleading, or grossly inaccurate, knowingly or unknowingly, the buyer may rescind the sale and the auction company will be held harmless and be compensated for the completion of the sale, including but not limited to, loss of commissions.
3. Seller acknowledges that it is impossible to predict with certainty the prices which will be received for auctioned items. Accordingly, no such representation is made.
4. Seller agrees that the auction company assumes no liability for loss or damage to the vehicle and seller agrees to save the auction company, their agents and their employees harmless from any claims for bodily injury or property arising out of said auction sale. Seller to maintain insurance.
5. No Reserve cars must be declared "No Reserve" at time of consignment to receive "No Reserve" rates and commission.
6. We will not consign any vehicle that has been rebuilt, totaled, salvaged, bonded, remanufactured, or has a rollback or any other odometer discrepancy on a title or Carfax.
7. The auction company shall not be responsible for the failure of any bidders to consummate their purchases or otherwise comply with the terms and conditions of the sale.

## CONSIGNMENT FEES (NON-REFUNDABLE)

Friday: \$500 No Commission  
Saturday: \$400/\$500 Prime

Deduct \$100 for No Reserve  
Friday: #'s 201-350  
Saturday: #'s 501-650

## SELLING COMMISSION:

Reserve: 8% No Reserve: 6%

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



The Branson Auction

## Affidavit of Fact

This is to certify that the following described vehicle is being consigned to The Branson Auction and the following facts are true to my best knowledge and the vehicle has a clean and clear title.

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Body Style: \_\_\_\_\_

VIN/Serial #: \_\_\_\_\_

Location of VIN on Car: \_\_\_\_\_

I HAVE PERSONALLY VERIFIED THE VIN ON THE VEHICLE AND IT MATCHES THE VIN ON TITLE PRESENTED AT THE BRANSON AUCTION. \_\_\_\_\_ **(initial here)**

Odometer Mileage: \_\_\_\_\_ ☐ Verifiable/Actual ☐ Not Actual/Unknown

Engine: \_\_\_\_\_ Transmission: \_\_\_\_\_ Color: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## The Branson Auction

### Terms of Agreement and Acceptance of Credentials

I, \_\_\_\_\_, hereby acknowledge my permission for Collector Cars International, a Missouri Corporation, doing business as The Branson Collector Car Auction LLC, both jointly and severally, hereafter known as "BCCA" to use my picture for television, video screens, and elsewhere. I hereby waive all residual rights or claims that might arise from use of my picture or likeness for any purpose at any future date.

As a guest of BCCA I agree to comply with all safety rules and heed all warnings. I agree to release BCCA, their agents, and employees, from all responsibility for any loss, injury, or damage caused by reckless, willful, or grossly negligent acts.

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

### Statement of Clarification and Responsibility

Due to the many and occasional discrepancies concerning the correctness and descriptions and definitions of "Numbers Matching", "Period Correct", and "Date Correct" and other terminology used to describe many vehicles in a collector car auction, we find it necessary and mandatory that both sellers and buyers agree to the following;

**Please acknowledge that you have read and understand the SELLER and BUYER responsibilities by signing below.**

A **SELLER** of an automobile at a collector car auction is solely responsible for the accuracy represented by his/her statement concerning their automobile being offered to the public. The seller recognizes the fact that he/she is selling directly to the buyer and is therefore responsible for all claims, representations, and accuracy of all statements offered.

The **BUYER** of an automobile at a collector car auction is solely responsible for determining the accuracy, correctness, and condition of a vehicle prior to bidding and or subsequent purchase. The buyer further understands that all information concerning the automobile has been provided by the seller and therefore the buyer must rely on his/her own diligence to determine its accuracy.

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

At the moment of being sold the ownership transfers immediately from seller to buyer and the buyer is responsible from that time for that vehicle. Additionally, the buyer is responsible for completing the transaction in a timely manner.