

## 2021 SARATOGA MOTORCAR AUCTION - CONSIGNMENT CONTRACT

FRIDAY, SEPTEMBER 24 & SATURDAY, SEPTEMBER 25, 2021

### CONSIGNMENT PACKAGE CONTENTS:

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- Consignment Contract – Saratoga Motorcar Auctions Fall 2021
- Vehicle Description Worksheet: this allows us to market your consignment to its utmost potential

### CONSIGNMENT CONTRACT

**PLEASE READ CAREFULLY – Sign all spaces where indicated and initial each section as indicated**  
*(Include a contract and the corresponding fee that is required for EACH vehicle consigned)*

**For each vehicle consigned include: Consignment fee payment for Auction entry and marketing:  
\$300 (without tent coverage fee) or \$400 (with tent coverage fee)**

1. Completed credit card authorization form (provided) or enclose a check made payable to: **Saratoga Automobile Museum**
2. Copy of current driver's license
3. A copy of dealer's license (if applicable)
4. Copy of Title or transferable registration. **\*Note:** If vehicle is older than 1973, in New York State a transferable registration as proof of ownership is acceptable. This is the only exception; title is required otherwise
5. Photo of vehicle VIN plate
6. Completed vehicle details worksheet
7. Copies of any historical documentation (if applicable)
8. Photos can be emailed to: leah.finn@saratogaautomuseum.org

**Please put the year, make, and model of the vehicle in the subject of your email with your completed consignment contract. If you have any questions, please call Leah Finn at 518-401-5183.**

### CONTRACT SUBMISSION INSTRUCTIONS

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

**By Mail:**

Saratoga Automobile Museum  
110 Avenue of The Pines  
Saratoga Springs, NY 12866

**By Fax:**

518-587-4149

**By Email:**

auction@saratogaautomuseum.org  
leah.finn@saratogaautomuseum.org



**2021 SARATOGA MOTORCAR AUCTION - CONSIGNMENT CONTRACT**  
**FRIDAY, SEPTEMBER 24 & SATURDAY, SEPTEMBER 25, 2021**

**OWNER INFORMATION - IMPORTANT: PLEASE PRINT CLEARLY TO PREVENT ERRORS AND DELAYS**

\_\_\_\_\_  
FIRST NAME MI LAST NAME

\_\_\_\_\_  
BUSINESS NAME (IF APPLICABLE)

**VEHICLE INFORMATION - IMPORTANT: PLEASE PRINT CLEARLY TO PREVENT ERRORS AND DELAYS**

\_\_\_\_\_  
YEAR MAKE MODEL BODY STYLE DOORS

ACTUAL MILEAGE  
 EXCEEDS MECHANICAL LIMIT  
 SINCE REBUILT

\_\_\_\_\_  
MILEAGE VIN NUMBER VIN NUMBER LOCATION

\_\_\_\_\_  
NAME AS IT APPEARS ON TITLE VEHICLE CONDITION:  STOCK  CUSTOM  ORIGINAL  CUSTOM-RESTORED  ORIGINAL-RESTORED

ENGINE TYPE ORIGINAL ENGINE HIGH PERFORMANCE OPTIONS  
 GASOLINE  DIESEL  YES  YES  
 OTHER: \_\_\_\_\_  NO  NO

\_\_\_\_\_  
ENGINE SIZE ENGINE CYLINDERS HORSEPOWER

TRANSMISSION TYPE NUMBER OF SPEEDS ORIGINAL PAINT ORIGINAL INTERIOR  
 MANUAL  3  4  5  YES  YES  
 AUTOMATIC  6  OTHER \_\_\_\_\_  NO  NO

EXTERIOR COLOR INTERIOR COLOR / MATERIAL

SHIFTER TYPE CONVERTIBLE OPTIONS SEATING TYPE  
 FLOOR  HARD TOP  BENCH  
 COLUMN  SOFT TOP  BUCKET  
 OTHER \_\_\_\_\_  RACING  
 OTHER: \_\_\_\_\_

\_\_\_\_\_  
CARBURETOR / INJECTION TYPE MAKE / BRAND

OPTIONS / FEATURES  
 POWER STEERING  POWER BRAKES  
 POWER WINDOWS  POWER TOP  
 POWER SEATS  SUNROOF  
 POWER LOCKS  A/C

\_\_\_\_\_  
OTHER OPTIONS

\_\_\_\_\_  
NOTABLE FEATURES, HIGHLIGHTS, AWARDS, ETC (FOR MARKETING PURPOSES)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### Consignor Terms & Conditions:

These terms and conditions define the agreement between the Consignor and Consignee regarding the consignment of the vehicle listed on the Consignment Contract to the auction sale described on the Consignment Contract. Consignee agrees to provide auction services, sale facility, clerks, support staff, and event advertising and promotion. **THE CONSIGNOR AGREES TO THE FOLLOWING:**

1. **COMMISSIONS:** No Reserve: Commissions payable will be 5%. With Reserve: Commissions payable will be 7%.
2. **EXCLUSIVITY:** Consignor agrees to grant the Consignee exclusive right and authority to advertise and sell the vehicle to the Consignee for the duration of the auction and 48 hours post auction if not sold on the block at auction. If during this period the vehicle should be sold or an introduction should be made which results in the subsequent sale or exchange of the vehicle to any third party, Consignor agrees to make immediate payment to the consignee of the sales commissions described in the paragraph above. The Consignee may retain possession of the vehicle or title until payment is made in addition to any other legal remedies which may be available.
3. **INSURANCE:** The vehicle will be insured at Consignor's expense from the time of receipt by the Consignee until it ceases to be in the Consignee's custody, in an amount equal to the greater of the reserve, if any, and the fair market value of the vehicle.
4. **ILLUSTRATION:** Consignor agrees that images of the vehicle can be used in advertising and promoting the sale.
5. **TITLE:** Consignor warrants that they are the sole and only owner of the vehicle and that they have full right and authority to sell the vehicle including clear title and consent from any lien holders. Consignor agrees to provide the buyer with good, clear and transferable title to the vehicle and to correct at Consignor's expense any title defects and to pay any expenses associated with providing the buyer with good, clear and transferable title according to the requirements of the State of where the buyer seeks to register the vehicle.
6. **PAYMENT:** Consignor agrees and consents to the sale of the vehicle according to the terms and conditions outlined herein and in the Bill of Sale, a copy of which is available upon request. Consignor authorizes the Consignee to release the vehicle to the successful buyer and agrees to rely solely upon the buyer for payment. Consignor specifically releases the Consignee from any and all legal obligation for collection costs, attorney or legal fees or any other expenses associated with the sale of the vehicle and the collection of payment. If, as a convenience to the Consignor, the Consignee should issue payment to the Consignor on behalf of the buyer, the payment can be revoked, canceled or withheld at any time at the Consignee's sole discretion until payment has been received from the buyer. All or a portion of the sale proceeds may be withheld by the Consignee to satisfy any debt or obligation owed by the Consignor to the Consignee with respect to this or any other agreement.
7. **SETTLEMENT OF ACCOUNT:** Provided that the Consignee has received payment in full from the buyer, the Consignee will, within twenty (20) business days of receipt of payment from the buyer, pay to the Consignor the net proceeds, including/ however not limited to, deduction of applicable sales commissions and any other amounts owing to the Consignee by the Consignor.
8. **NON-PAYMENT BY BUYER:** In the event of non-payment by the buyer, the Consignee in its sole discretion may cancel the sale and return the vehicle to the Consignor, enforce payment by the buyer, or take any other actions permitted by law. The Consignor agrees that in such an event the Consignee shall not under any circumstances be liable for any incidental or consequential damages caused by any breach or failure on the part of the buyer.
9. **REPRESENTATIONS:** Consignor acknowledges that it is impossible to predict accurately the selling price or the time of sale for the vehicle and accordingly, no such representations are made by the Consignee.
10. **VEHICLE DESCRIPTION:** Consignor agrees that he/she shall accept sole responsibility and liability for any representations made by the Consignee based upon information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the vehicle and to save and hold the Consignee harmless from any claims which may be made with respect to any such representations.
11. **DRIVERS:** Consignor acknowledges and grants permission for the Consignee, its employees and agents to drive or move the vehicle from time to time before, during or after the sale. Consignor acknowledges that it is his responsibility to maintain sufficient insurance coverage to permit such driving and the Consignor specifically agrees to save the Consignee from any liability which may result from such driving or movement of the vehicle.

\_\_\_\_\_ **CONSIGNER INITIALS**

*Continued on next page...*

**12. CANCELLATION OF SALE:** The Consignee may, at its sole discretion, cancel or rescind the sale of the vehicle if it determines or has reason to believe that the offer for sale has or may subject the Consignee, the Consignor, 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, the Consignee shall have the right to refund or credit to the purchaser. In the event that the Consignor 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 consignment agreement.

**13. LIABILITY:** Consignor acknowledges that the Consignee assumes no liability for any loss, theft, or damage of any kind to the vehicle, its contents, or components. The Consignee maintains no insurance of any kind with respect to vehicles or items consigned to it for sale. Consignor agrees to hold Consignee, its employees and agents harmless from any claims for injury or property loss or damage arising out of the consignment or sale of the vehicle. Consignor agrees to indemnify and hold harmless the Saratoga Automobile Museum against any claim brought by the purchaser of the consignor's automobile for violation of the New York State Lemon Law or any claim that the automobile is not roadworthy.

**14. ODOMETER STATEMENT:** Consignor agrees to provide a duly executed odometer statement on or before the first day of the sale and to accept sole responsibility for the accuracy or inaccuracy of such statement.

**15. RESERVE:** The reserve price may not be increased at any time. Consignor shall have the right to reduce the reserve price at any time prior to the sale of the vehicle. When a vehicle is sold with reserve, the auctioneer may bid on the Consignor's behalf up to the reserve price. If the Consignor offers to sell the vehicle for an amount less than the reserve price and the Consignee agrees to sell the vehicle for such amount, the normal commission rate for vehicles consigned with reserve shall apply.

**16. ABSOLUTE (NO RESERVE):** 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.

**17. ABSENTEE BIDDING:** Absentee Bidding will be accepted. "Absentee bidding" means a method by which a potential purchaser authorizes a proxy to place on behalf of the potential purchaser a written or oral bid to an auctioneer or auction firm or an agent of an auctioneer or auction firm.

**18.** If the Consignor sues the Consignee for any reason and does not prevail, the Consignor agrees to pay the entire Consignee's legal fees and expenses associated with said suit.

**19.** Title may be held by the Consignee at its sole discretion until such time as payment in full has been received, including clearing of funds, if applicable and all Termination Statements have been received regarding any lien payoffs.

**20.** This document contains the entire agreement between the parties and shall be binding upon them and their respective heirs, personal representatives and assigns. It shall not be modified unless agreed to by all parties and must be in writing. This agreement shall be interpreted according to the laws of the State of New York in which the auction is held.

**21.** Vehicles shall be removed from Saratoga Motorcar Auctions premises no later than the fourth (4th) day following the date of sale, and thereafter, Saratoga Motorcar Auctions may charge a reasonable daily storage fee of up to \$25 per day should any Vehicle be left on Saratoga Motorcar Auction's premises.

**22.** Title to a Vehicle does not pass to Buyer until good funds are received and cleared.

**23.** SARATOGA MOTORCAR AUCTION RESERVES THE RIGHT TO VOID, UNWIND, ADJUST, OR CANCEL ANY TRANSACTION IN ITS SOLE DISCRETION.

**Note:** All frame damage (bent or rusty), salvage cars, or write offs must be declared.

\_\_\_\_\_ **CONSIGNER INITIALS**



110 AVENUE OF THE PINES  
SARATOGA SPRINGS, NY 12866

PHONE: 518.587.1935  
FAX: 518.587.4149  
SARATOGAAUTOMUSEUM.ORG

# CREDIT CARD AUTHORIZATION FORM

PLEASE INCLUDE ALL INFORMATION

CARDHOLDER NAME

CARDHOLDER ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

VISA     MASTERCARD     AMEX     DISCOVER

CREDIT CARD NUMBER

\$

EXPIRATION DATE: MONTH / YEAR

CVV / SECURITY CODE

BILLING ZIP CODE

AMOUNT OF CHARGE

MEMO / REASON FOR CHARGE

I AUTHORIZE THE VENDOR, SARATOGA AUTOMOBILE MUSEUM, TO CHARGE THE ABOVE CARD THE PRINTED AMOUNT.

SIGNATURE

DATE

NOTES OFFICE USE ONLY