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SARATOGA SPRINGS, NY 12866

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SARATOGAAUTOMUSEUM.ORG
AUCTION@SARATOGAAUTOMUSEUM.ORG

2022 SARATOGA MOTORCAR AUCTION - CONSIGNMENT CONTRACT

SATURDAY, SEPTEMBER 24 & SUNDAY, SEPTEMBER 25, 2022

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

FIRST NAME MI LAST NAME

ADDRESS ☐ HOME ☐ BUSINESS CITY STATE ZIP CODE

HOME PHONE MOBILE PHONE HOME FAX EMAIL ADDRESS

DEALER NUMBER SALES TAX NUMBER DEALER NAME

HOW DID YOU FIND THE SARATOGA MOTORCAR AUCTIONS:

☐ INTERNET ☐ MAGAZINE ☐ TV/RADIO ☐ WORD OF MOUTH ☐ EVENT ☐ OTHER: _____

CONSIGNMENT CONTRACT

PLEASE READ CAREFULLY – Sign all spaces where indicated

(Include a contract and fee for EACH vehicle consigned)

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: molly@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 Molly Knott at 518-401-5183.

☐ I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS INCLUDED ON THE TERMS AND CONDITIONS PAGE.

SIGNATURE

DATE

CONSIGNOR INFORMATION: (Complete one form for each vehicle)

FIRST NAME

LAST NAME

AUCTION TYPE:

☐ **No Reserve 5% Seller Commission (will be deducted from the selling price)**

"No reserve" means an auction which the property is sold to the highest bidder, 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 cannot withdraw the property from the auction after the auction is opened. Consignor will transfer ownership of the property to the highest bidder.

☐ **Reserve Price \$_____ 7% Seller Commission (will be deducted from the selling price)**

"Reserve" means 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. Vehicle will be accepted with a reserve placed on it provided that it is considered fair and reasonable. 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.

CONSIGNMENT FEE:

☐ **\$400 (per vehicle)**

LIENS

AMOUNT (IF NONE, WRITE "NONE")

BANK / LIEN HOLDER NAME

ADDRESS

Note: Vehicles with liens must be pre-approved by the auction office and must in all cases be accompanied by a letter from the lien holder stating the lien release conditions and payoff amount. A \$100.00 lien processing fee will be assessed.

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

YEAR	MAKE	MODEL	BODY STYLE	DOORS
<input type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> EXCEEDS MECHANICAL LIMIT <input type="checkbox"/> SINCE REBUILT				
MILEAGE	VIN NUMBER		VIN NUMBER LOCATION	
VEHICLE CONDITION: <input type="checkbox"/> STOCK <input type="checkbox"/> CUSTOM <input type="checkbox"/> ORIGINAL <input type="checkbox"/> CUSTOM-RESTORED <input type="checkbox"/> ORIGINAL-RESTORED				
ENGINE TYPE	ORIGINAL ENGINE	HIGH PERFORMANCE OPTIONS		
<input type="checkbox"/> GASOLINE <input type="checkbox"/> DIESEL <input type="checkbox"/> OTHER: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	ENGINE SIZE	ENGINE CYLINDERS
			HORSEPOWER	
TRANSMISSION TYPE	NUMBER OF SPEEDS	MATERIAL		
<input type="checkbox"/> MANUAL <input type="checkbox"/> AUTOMATIC	<input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> OTHER	<input type="checkbox"/> LEATHER <input type="checkbox"/> VINYL <input type="checkbox"/> CLOTH <input type="checkbox"/> OTHER: _____		
ORIGINAL PAINT		ORIGINAL INTERIOR		
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		
SHIFTER TYPE	CONVERTIBLE OPTIONS	SEATING TYPE		
<input type="checkbox"/> FLOOR <input type="checkbox"/> COLUMN <input type="checkbox"/> OTHER	<input type="checkbox"/> HARD TOP <input type="checkbox"/> SOFT TOP	<input type="checkbox"/> BENCH <input type="checkbox"/> BUCKET <input type="checkbox"/> RACING <input type="checkbox"/> OTHER: _____	CONVERTIBLE TOP COLOR / MATERIAL	
OPTIONS / FEATURES				
<input type="checkbox"/> POWER STEERING <input type="checkbox"/> POWER WINDOWS <input type="checkbox"/> POWER SEATS <input type="checkbox"/> POWER LOCKS	<input type="checkbox"/> POWER BRAKES <input type="checkbox"/> POWER TOP <input type="checkbox"/> SUNROOF <input type="checkbox"/> A/C	OTHER OPTIONS		

Frame damage (bent or rusty), salvage title, or write off?

☐ YES ☐ NO

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 by check sent to the consignee's address on record.
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 they 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 their 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.

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. NO RESERVE: An auction to which the property is sold to the highest bidder, 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" is 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 Auction premises no later than September 27, 2022 by 5pm. Saratoga Motorcar Auctions will charge a reasonable daily storage fee of up to \$50 per day should any vehicle be left on the premise.

22. SARATOGA AUTOMOBILE MUSEUM RESERVES THE RIGHT TO VOID, UNWIND, ADJUST, OR CANCEL ANY TRANSACTION IN ITS SOLE DISCRETION.