

FT. LAUDERDALE BEACH COLLECTOR CAR AUCTION

6601 Shangrila Lane - Lantana, FL 33462-4043 - (561) 533-7945 - Fax (561) 533-3937

CONSIGNMENT INFORMATION & SELLING AGREEMENT

DATE:	PLACE OF SALE:	LOT #
SELLER/AGENT:		TELEPHONE #
SELLER'S ADDRESS:		
PERSONAL ID:	COMPANY ID:	DEALER #
YEAR:	MAKE:	MODEL / BODY STYLE:
ODOMETER STATUS:	VIN NUMBER:	ENGINE:
EXTERIOR COLOR:	INTERIOR COLOR:	EMAIL ADDRESS:
VEHICLE DESCRIPTION:		
LIEN AMOUNT:	LIEN HOLDER NAME AND ADDRESS:	

RESERVE AMOUNT:

NONE:

COMMISSION SCHEDULE

RESERVE 10%

NO RESERVE 8%

ENTRY FEE DOES NOT APPLY TO COMMISSION

TITLE RECEIVED: **APPROVED BY:**

THIS AGREEMENT IS A LEGAL AND BINDING CONTRACT.

SEE ADDITIONAL AGREEMENT PROVISIONS

By signing this agreement, I accept and agree to be bound by all provisions herein, including the additional provisions on the reverse side. I have reviewed all the above and it's all correct.

SELLER _____ **FT LAUDERDALE BEACH COLLECTOR CAR AUCTION COMPANY** _____

TENT #	FEE	TAX	TOTAL
RECEIVED ON	LOCATION		
PAYMENT METHOD			

ENTRY FEE	TAX	TOTAL
RECEIVED ON	LOCATION	
PAYMENT METHOD		

ORIGINAL

The following Additional Provisions are incorporated as a material part of this Consignment Information and Selling Agreement.

1. Ft. Lauderdale Beach Collector Car Auction / MOT Cars Inc. D.B.A. FLBCCA, hereafter referred to as "FLBCCA", agrees to pay the costs of the auctioneers, the advertising and the auction sales facility, clerks, cashiers, and necessary sale help. In consideration thereof, Seller / Owner gives FLBCCA the exclusive right to auction or otherwise market and sell the Vehicle until twenty (20) days after the auction date and agrees to pay FLBCCA the Commission for any sale occurring within twenty (20) days of the auction.

Seller / Owner acknowledges and accepts that FLBCCA cannot accurately predict sale time and / or sale prices and any predictions by FLBCCA with respect to the foregoing shall be considered estimates only and shall not be binding upon FLBCCA. Furthermore, FLBCCA makes no warranties as to the ability of the buyer to perform, and the parties expressly agree that FLBCCA 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 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. Seller / Owner has provided FLBCCA 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 to the Vehicle and agrees to correct any title defects and / or pay the costs associated with providing Buyer with good, clear and merchantable title to the Vehicle as required by the state where Buyer seeks to register the Vehicle.

3. Seller / Owner acknowledged that the Information it has provided regarding the history, authenticity and originality of the Vehicle history, (the "Vehicle Information") will be used by FLBCCA to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that FLBCCA is relying on Seller / Owner's representations in the Vehicle Information and FLBCCA has not independently verified same. Seller / Owner 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 FLBCCA and further agrees that any Vehicle photographs supplied by Seller / Owner shall remain the property of FLBCCA.

4. Seller / Owner agrees and consents to the sale of the Vehicle subject to the terms, conditions and commissions as stated herein and / or contained in this consignment Information and Selling Agreement, the Purchase Invoice 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 / Owner authorizes FLBCCA to release the 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 FLBCCA from any and all legal obligations for collection of any purchase price, attorney's fees and costs, or any other costs and / or expenses connected with the sale of the Vehicle.

If, as a convenience either to Buyer or Seller / Owner, FLBCCA 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 FLBCCA's discretion until proper, good and acceptable funds are received by FLBCCA from the Buyer, and the Vehicle may be withheld from the Buyer pending receipt by FLBCCA of such funds.

5. Payment for the Vehicle is to be immediate and made directly by the Buyer to FLBCCA. Payment of the Commission as set forth herein and in the Purchase Invoice and Bill of Sale is to be immediate and made directly by Seller / Owner (or by Buyer as may be agreed to by Seller / Owner and Buyer) to FLBCCA. FLBCCA shall pay the purchase price of the Vehicle as set forth in the Purchase Invoice and Bill of Sale to the Seller / Owner within thirty (30) days of the receipt by FLBCCA of full payment from the Buyer. 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 FLBCCA by Seller / Owner may be withheld by FLBCCA at its discretion.

6. FLBCCA, may at its discretion, acting as agent for the Seller / Owner, cancel or rescind the sale of the Vehicle if FLBCCA determines or has reason to believe that the offer for sale has or may subject FLBCCA, 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, FLBCCA, as agent, shall have the right to refund or credit the full purchase price to the Buyer. In the event that the Seller / Owner has received all or part of the proceeds, the Seller / Owner agrees to refund such amounts. Seller / Owner also agrees to accept return of the Vehicle as full and complete settlement of any such liability or potential liability.

7. Seller / Owner agrees that FLBCCA shall have no liability for loss, theft or damage of any type to the Vehicle, its contents, or components at any time and that FLBCCA is not a bailee of such Vehicle. Seller / Owner further agrees to indemnify and hold FLBCCA, 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 / Owner hereby represents that the Vehicle is currently insured and that Seller / Owner 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. FLBCCA provides no such insurance and is not an insurer of any vehicle or other article offered for sale.

Seller / Owner hereby grants permission for FLBCCA, its employees, representatives or agents to drive or move the Vehicle before, during or after the sale of the Vehicle. Seller / Owner represents and warrants that the Vehicle is in a safe and operable condition to be driven by employees, representatives or agents of FLBCCA.

8. The party executing this Consignment Information and Selling Agreement warrants that it has the authority to bind the Seller / Owner to its terms.

9. Seller / Owner represents that all of Seller / Owner's statements and claims with respect to the Vehicle are true and correct, and Seller / Owner has not withheld from disclosure any known or unknown material problems, flaws or discrepancies with regard to the Vehicle. Seller / Owner shall provide FLBCCA written notice describing any title "branding" issues, including, but not limited to, the salvage, previously salvaged, or rebuilt condition of the Vehicle.

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 the Vehicle.

Seller / Owner acknowledges that FLBCCA 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). Seller / Owner shall be responsible for safekeeping such materials during the auction and for the delivery of such materials to any Buyer.

Seller / Owner indemnifies and holds FLBCCA harmless for and against any damages arising from any incorrect or misleading statements or any 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 FLBCCA compensation for its efforts in the sale of the Vehicle as follows (such compensation collectively referred to as the "Commission"):

(a) Reserve Auction - ten percent (10%) of the sale price.

(b) No Reserve Auction - eight percent (8%) of the sale price. Seller / Owner shall be obligated to pay FLBCCA the Commission if:

(c) FLBCCA 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.

(d) Seller / Owner withdraws the Vehicle from the current auction or intentionally causes the Vehicle to be unmarketable before the current auction.

(e) Seller / Owner 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 twenty (20) days following the auction, whether or not dealt with by FLBCCA; except that this provision shall not apply if the Vehicle is sold at another public auction by a licensed dealer; or

(f) FLBCCA 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 FLBCCA shall sell the Vehicle at the lowered price, the original, normal reserve commission rate / formula will still apply. If Seller / Owner and FLBCCA agree that the Vehicle is to be sold at a "net price" to the Seller / Owner, the commission rate / formula shall not apply and FLBCCA shall be paid the amount, if any, in excess of the agreed upon "net price" to be paid to the Seller / Owner.

12. FLBCCA 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 FLBCCA a sixteen percent (16%) commission on the final bid price for the Vehicle which shall be payable in cash or certified funds to FLBCCA by Seller / Owner before the Vehicle is released to Seller / Owner.

13. If Seller / Owner shall commence a legal action or proceeding against FLBCCA, but does not prevail in such action or proceeding, Seller / Owner shall reimburse FLBCCA for all its reasonable legal fees and expenses connected with such action or proceeding. If FLBCCA shall commence a legal action or proceeding against Seller / Owner, and FLBCCA prevails in such proceeding, Seller / Owner shall reimburse FLBCCA for all its reasonable legal fees and expenses connected with such action or proceeding. This Consignment Information and Selling Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof. Seller / Owner agrees to the venue and jurisdiction, if in state court, in the courts of Palm Beach County, State of Florida, and if in federal court, in the U.S. Northern District of Florida for any and all disputes or legal actions arising out of or in connection with any matter contained herein.

14. Notwithstanding anything to the contrary herein, FLBCCA's total liability arising from and under this Consignment Information and Selling Agreement for any claims of any nature, whether based in contract, tort, (including negligence), indemnity, contribution, strict liability or otherwise, will not exceed the purchase price for the Vehicle as reflected in the Purchase Invoice and Bill of Sale.

15. This instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoice and Bill of Sale, Odometer Statement, Buyer's Guide and any other document signed by one or both of the parties and notices posted at 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 of FLBCCA in the auction office or at the auction block. The above instruments constitute an agreement between the Buyer, Seller / Owner and FLBCCA and shall be interpreted in accordance with the laws of Florida.

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

17. 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 by Seller / Owner and FLBCCA. Seller / Owner shall also have the right to sell these items in another FLBCCA auction (with Seller / Owner to pay an entry fee for such other auction if the reason the Vehicle did not sell was not due to any fault of FLBCCA. Seller / Owner must give FLBCCA a five (5) day notice before sending the Vehicle to another FLBCCA auction for sale and agree to sell the item under the same terms and condition as advertise and stated for such auction. Seller / Owner agrees that FLBCCA has no liability for loss or damage to the Vehicle or other items left with FLBCCA at any place of auction, and it shall be the Seller / Owner's obligation to remove said items at Seller / Owner's sole cost and expense.

Signature _____