

3600 Deepwater Terminal Road Richmond, Virginia 23234

Tel: 804-232-3300 Fax: 804-232-3301

FACSI MI LE COVER PAGE

Го:	From:
-----	-------

Fax #: Fax #: (804) 232.3301 Phone #: Tel #: (804) 232.3300

Company:

Subject: Consignment Packet for May 3, 2013 Utility Trucks & Equipment Auction

Sent: Pages:

PLEASE READ - IMPORTANT INFORMATION

Thank you for your Business!!

Simply fill out the attached contract and fax back with a <u>DETAILED DESCRIPTION</u> of your asset(s) including serial numbers or VIN. Make Copies & attach additional pages if necessary! Contracts received by <u>APRIL 12</u> will appear in the color brochure, provided a description of the asset has been submitted.

Please note the delivery times and dates for this auction:

ALL ITEMS MUST BE ON THE YARD BY THURSDAY, MAY 2ND AT 12:00 NOON. THE SALE DAY CATALOG WILL GO TO PRESS TUESDAY, APRIL 30TH.

NOTE: INSTRUCT YOUR TRANSPORTER TO REPLACE THE DRIVE SHAFT OR AXLES ON YOUR UNITS TO INSURE YOUR ITEMS WILL BRING MORE MONEY.

Email digital photos of your assets to **industrial@motleys.com**. Photos will be selected for the brochure based on variety, asset quality and photo quality. Use the "taking pictures" instructions on the delivery schedule in this packet for best results.

We appreciate the opportunity to earn your business!

MOTLEY'S	Seller (To Appear
AUCTION & REALTY	Contact Person:
G B O II B	Mailing Address:
	City/State/Zip:
INDUSTRIAL DIVISION	Physical Address:

Seller (To Appear on Che	ck):	#
Contact Person:		
Mailing Address:		
City/State/Zip:		

05/03/13 AUCTION AGREEMENT Emails

(804)232-3300 (o), (804)232-3301 (f)

Garner, NC 27529

⊑IIIaII. <u></u>		
51	_	
Phone:	Fax:	

Seller does hereby commission Motley's Auction & Realty Group – Industrial Division, NCAL #5914, (Hereinafter "Motley's") to sell the goods, merchandise
and/or property (hereinafter "items") listed below to the highest bidder by public auction and to deduct a commission according to the following schedule.

Sale Price Per Item	Percentage Percentage	Minimum Fee Per Item
\$0.00 - \$ 499.00	15%	\$ 50.00
\$500.00 - \$1,999.00	12%	\$ 75.00
\$2,000.00 - \$4,999.00	9%	\$240.00
\$5,000.00 - Up	7%	\$450.00

- There is \$100 Registration Fee per approved reserve.
- There is a \$50.00 minimum commission for all vehicles and trailers sold.
- \$85 Consignment Registration Fee (1 Time Fee for New Consignors)
- \$150 Lien Payoff Fee
- 2. Seller warrants and certifies that he/it: (1) is the owner or legal representative thereof of the listed items; (2) has good title and authority to sell the items; (3) the listed items are free from all encumbrances, liens or claims of third parties; or (4) has made the mandatory disclosure, in writing to Motley's prior to the sale, of any encumbrances, liens or claims of third parties. Seller will indemnify and hold harmless Motley's from any and all claims and/or damages, including attorney fees, resulting from any defect in the foregoing warranty and representations.
- 3. Seller agrees to accept all responsibility for providing clear and merchantable title and for delivery of title documents to Motley's not less than two business days (48 hours) prior to the auction date after which time at \$45.00 Late Title Fee will apply. If titles are not delivered to Motley's prior to the auction, the item corresponding with that title will not be sold. Seller shall reimburse Motley's for any commission(s) lost by Motley's due to Seller's failure to provide clear and merchantable title.
- 4. Any cleaning or repairs (except batteries) deemed necessary by Motley's and agreed upon by the Seller shall be deducted from the Seller's auction proceeds. Seller is responsible for the following: (1) adequate fuel and fluid levels, (2) charged batteries, and (3) providing information to Motley's regarding any safety or dangerous defects in their items (i.e. no brakes, problems with aerial lifts, etc.). Replacement and/or service of the above items by Motley's will be charged at actual cost plus \$15.00 per 1/4 hour for labor. Items which fail to start due to poor battery condition will be charged a one time jump start fee of \$20.00 per item or the battery will be replaced at Motley's discretion. In addition, storage fees or any other selling fees will be deducted from the seller's auction proceeds.
- 5. Any reserve price must be approved by Motley's and, if accepted, will require prepayment of the registration fee per item. Motley's reserves the right to place absentee bids on behalf of the Seller to represent reserve prices. Motley's reserves the right to sell within one increment of the established reserve price at its discretion. No reserves accepted under \$800.00. Sellers are expressly forbidden from bidding on their own items! Violators will be asked to leave and not be permitted to return.
- 6. No machines or vehicles are allowed into the auction grounds leaking fluids. Any leaks discovered will be contained and remediated by Motley's at the Seller's expense.
- 7. If Motley's has to provide extraordinary assistance in unloading there will be a minimum \$50 fee per item.
- 8. Seller agrees to deliver & unload the listed item(s) to the auction site not less than 72 hours prior to the auction date and that no item(s) will be withheld or withdrawn from the auction. Should seller fail to so deliver any item(s), Seller shall be responsible to Motley's for liquidated damages in the form of (1) Motley's commission based upon the Fair Market Value as determined by current market conditions and Motley's; and incidental damages of (2) the reasonable travel expenses, lodging, etc., actually incurred by a customer(s) of Motley's who actually attended the auction for the purpose of bidding on the withdrawn item(s), and; (3) Motley's reasonable attorney fees incurred in enforcing any provision of this Agreement. Seller agrees to accept full responsibility and risk of loss for all items until sold and shall hold harmless Motley's, its agents, employees and contractors in the event of theft, damage or casualty loss. Motley's reserves the right to bid at auction on any item.
- 9. Motley's reserves the right to settle any and all disputes regarding a buyer's default or misrepresentation by Seller in reference to year, make, model or referenced condition of item(s) sold. Resale of any item will be at Motley's and Seller's discretion and suit of defaulting buyer at Seller's expense.
- 10. All aspects of this contract including sales commission are confidential. The Seller agrees that all aspects of the auction including the Auctioneer's marketing and sales techniques are to be discussed exclusively with Motley's.
- 11. This Agreement shall be governed by the laws of all local, state and provincial governments and should any part of it be declared in violation by same, the remaining provisions shall not be affected and shall remain in full force and effect. No modification or addition shall be binding unless in writing and signed by the parties hereto. This Agreement shall be binding upon parties hereto and their respective heirs, personal representatives, successors and assigns.
- 12. Vehicles and trailers must have a vehicle ID number permanently affixed and titles must be delivered to Motley's prior to the auction. Otherwise, these items will not be sold.
- 13. Seller is responsible for removal of unsold or unclaimed property within 5 business days following the auction. For each item remaining after the removal deadline, there will be a \$10.00 per day storage fee charged. Settlement will be delayed until all removals have been completed and storage fees paid.
- 14. Settlements with an itemized report and check will be mailed within 10 business days of the auction provided that Seller has adhered to all contract agreements. Rapid settlement is available for \$50.00 or a 1% surcharge, whichever is greater.
- 15. In the event that the item is sold before or after the auction by brokerage, seller agrees to pay a flat 10% commission per lot.
- 16. In the event the auction is delayed or postponed due to factors not in the control of Motley's, the Seller agrees to sell at the new date.

 17. At Motley's sole discretion, there will be a 1% Buyer's Premium on purchases over \$3500, and 10% up to and including \$3500 per lot.
- SELLER WILL DESCRIBE PROPERTY BEING SOLD ON THE ATTACHED EXPRESS REGISTRATION SHEETS. ALL ITEMS DESCRIBED ON THE ATTACHED LISTING SHOULD BE ACCURATE AND COMPLETELY DESCRIBED.

Thave read c	and decept the terms of the certified.			
SELLER:		AUCTIONEER: Motley's Auction & Realty Group		
By:		Ву:		
Title:	Date:	Title:Date:	/	1

Z:\Auctions\05-03-13 Auction (I050313) - Progress Energy\Consignment Package\Copy of Consignor Contract - Standard.doc

I have read and accent the terms of this contract

www.Motleys.com 3600 Deepwater Terminal

Motley's Utility Truck & Equipment May 3rd Auction Delivery Schedule, Directions, and Picture Taking Instructions

Auction Location: 1128 US Highway 70W, Garner (Raleigh), NC 27529 (804)232-3300 Office (804)232-3301 Fax

Directions:

At the R. W. Moore Equipment Company Sales Lot. Just east of Timber Drive (John Deere Sign Out Front). From the Raleigh I-40/440 Beltway. Take Exit 299. Turn South onto Hammond Road (away from Raleigh) and proceed past Tyron Road to the light at Mechanical Boulevard. Turn left and proceed approximately ³/₄ mile to the sale site on the right.

Delivery Days & Times:

Monday & Tuesday	April 29 & 30	8:00 a.m. - 4:00 p.m.
Wednesday	May 1	CLOSED
Thursday	May 2	8:00 a.m. – 4:00 p.m.

Catalog Closes at Noon on April 30th

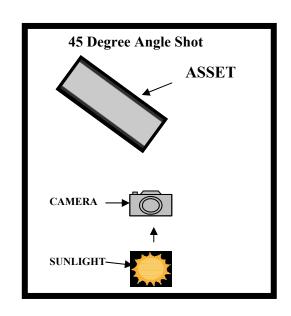
Thursday	May 2	Inspection Day
Friday	May 3	AUCTION DAY!

TAKING PICTURES

When taking a picture of your item, please use a neutral background. A good neutral background is a field, woods, or a building. If your truck or piece of equipment has a unique attachment or feature, also try to include that in any photograph that you take, so that it can be highlighted. Digital photos are preferred. Please email the photos to industrial@motleys.com. If you have any questions, please contact Motley's at (804)232-3300. We are here to help you get the most for your assets.



3600 Deepwater Terminal Rd. Richmond, VA 23234 804-232-3300 (O) 804-232-3301 (F) www.motleys.com, industrial@motleys.com





NEED SOMETHING SOLD? WE'VE GOT YOU COVERED!

LOT REGISTRATION

INDUSTRIAL DIVISION

3600 Deepwater Terminal Road Richmond, VA 23234 Office: 804.232.3300 Fax: 804.232.3301

Auction Date		1							
---------------------	--	---	--	--	--	--	--	--	--

ATTENTION SELLERS: Please fill out this form and fax it back to 804.232.3301 or email it to industrial@motleys.com.

Use ONE form per item. Make copies as necessary!

OFFICE USE ONLY: Consignor #	Lot #	Date Arrived:
egal Owner		PICTURES
/ear Make _		Model
ype _ e crawler tractor, pickup truck, road tractor, utility trailer, goosened		
VIN (Vehicle Identification	on Number) □ - or -	· S/N (Serial Number)
		1 1 1 1 1 1 1
		K=89 L=90 M=91 N=92 P=93 R=94 S=95 T=96 6 7=07 8=08 9=09 A=10 B=11 C=12
Miles Showing	Hou	rs Showing
(No Tenths)	(No Tel	nths)
Details/Options		
•		
ingine		NR (Gross Vehicle Weight Rating)
		, <u> </u>
Brand Auto 🗆	Manual □ #Spe	eed 2-Speed Rear □
Mechanical Condition	<u>·</u> _	
Operational Inoperable Explain:		
ATTENTION SELLER	S - THIS BOX	MUST BE FILLED OUT
Is this item being sold with a Reserv		
CLEAN SELLS BETTER	! - Do you want y	our item washed? Yes□ No□
I certify this information to be correct. I understand that	t if the title is not delivered wit	thin 48 hours of the auction date a \$45.00 late fee will apply.
Authorized Signature, Name, Title		 Date



DEPARTMENT OF MOTOR VEHICLES ODOMETER DISCLOSURE STATEMENT

(State and Federal laws require the seller of a motor vehicle to state the odometer mileage upon transfer of ownership. Incorrect information may result in civil liabilities or criminal penalties. (Sections 409, 412 and 413 of the Motor Vehicle Information and Cost Savings Act of 1972, Section 46.2-629 of the Code of Virginia.) This form may not be used if a title exists for this vehicle.

PLEASE COMPLETE SECTIONS A THROUGH C

PLEASE COMPLETE SE	CHONS A THROUGH C.		
SECTION A			
I,			(Transferor's name).
certify to the best of my kr	nowledge that the odometer r	eading is the act	tual mileage of the vehicle
unless one of the followin	ng statements is checked		
unless one or the ronowin	ig statements is checked		Reading (NO TENTHS)
CHECK ONE BOX ONLY	:		
	ATED IS IN EXCESS OF		
☐ THE ODOMETER F	READING IS NOT THE AC	CTUAL MILEAG	E WARNING-ODOMETER
SECTION B			
Vehicle Information			
MAKE	BODY TYPE	MC	DDEL
WAKE	DODITIL		DEL
IDENTIFICATION NUMBER			YEAR
SECTION C			
TRANSFEROR'S PRINTED I	NAME (SELLER)		
TRANSFEROR'S STREET A	DDRESS		
CITY		STATE	ZIP CODE
DATE OF STATEMENT	TRANSFEROR'S SIGNATURE	E (SELLER)	
	X		
	Х		
	PRINTED NAME OF PERSON S	BIGNING	
TRANSFEREE'S PRINTED N	NAME (BUYER)		
	·····= (= - · - · · · ·		
STREET ADDRESS			
CITY		STATE	ZIP CODE
RECEIPT OF COPY ACK	NOWLEDGED		
XTRANSFEREE'S SIGNATURE	: DIIVED		Date
TRANSFEREL S SIGNATIONE	:-BU1ER		Date
X			
PRINTED NAME OF PERSON	I SIGNING		Date

LIMITED POWER OF ATTORNEY AND INDEMNIFICATION

I/We	of	("Grantor")
appoint Kristi Stephens, Lydia N	AcCarthy, Jason Niles, Jean Hoyt	, Jeremy Lehman, Robert Mann or
William Fischer of Motley's Aud	ction & Realty Group – Industrial	Division, ("Auction") as attorney-
in-fact, to disclose the mileage a	and to execute in my/our name, p	place, and stead any Certificate of
Title, or other supporting papers	s, in whatever form or manner ne	ecessary to register and/or transfer
ownership of title of vehicle(s) s	sold and/or bought at auction in n	ny/our behalf and do hereby grant
unto Auction full authority and	d power to do and perform any	and all other acts necessary or
incidental to the execution of the	powers herein expressly granted	d, as the Grantor might or could do
if personally present, with full p	ower of substitution.	
The Grantor does hereby	indemnify and hold harmless M	otley's Auction & Realty Group –
Industrial Division, its agents or	assigns from any and all liability	y as a result of any discrepancy or
inaccuracy in the mileage reflect	ed on the odometer of any vehicle	e(s) at the time of auction sale; and
from any damages resulting	from such mileage discrepancy	y, including but not limited to
consequential damage, costs, and	d/or attorney's fees incurred by M	Iotley's Auction & Realty Group –
Industrial Division.		
Company or Individual Name:		
By:	Title:	
Signature:	D	Oate:
SSN/Fed ID #:		