



AUCTION POSITION REQUEST

Important Information: Please read the complete Terms & Conditions of the sale provided on vicariauction.com. Keep a copy of this agreement for your records. If you have any questions call Vicari Auction at **(504) 264-2277** or email **info@vicariauction.com**.

Nocona, TX

MAY 12-14, 2016

210 West Walnut St.
Nocona, TX 76255

This form may be faxed to **(504) 347-1522**.

Return the completed form to the **Vicari Auction Company - 1900 Destrehan Ave Harvey, LA 70058** with:

1. Entry Fee
2. Copy of Front and Back of Title (Name must match this consignment form/Checks to Legal Titled Owner(s) no exceptions)
3. Pictures of vehicle (see website for photo guide)
4. Copy of Driver's License (and Dealer License if applicable)

Sales Rep:

Contact Information:

Name: _____ Dealership: _____
(Attach Dealer License Copy With Registration)

Address: _____ Email: _____

City: _____ State: _____ Zip: _____ License #: _____

Cell: _____ Home: _____ Fax: _____

Vehicle Information: *Pictures are required at time of position request for prime time & feature vehicles. If reserving a standard entry and not confirming a car at this time mark "Year" as N/A.*

Year: _____ Ext. Color: _____

Make: _____ Int. Color: _____

Model: _____ Engine/Displacement: _____

Body: _____ Lien Amount: _____

Mileage: _____ VIN Location: _____

Title Branding: _____ VIN:

Initial

I have verified my Title matches my Vehicles VIN and further understand and agree that vehicles with non-matching Titles/VIN's will not be entered into the auction and that no entry fees will be refunded. Furthermore, I have read the auction terms and conditions on vicariauction.com and agree and understand them in full.

- | | |
|---|--|
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Continental Kit |
| <input type="checkbox"/> Power Brakes | <input type="checkbox"/> Power Locks |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Cruise Control |
| <input type="checkbox"/> Power Seat(s) | <input type="checkbox"/> Auto Trans. |
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Manual Trans. |
| <input type="checkbox"/> Cloth Interior | <input type="checkbox"/> Fuel Injection |
| <input type="checkbox"/> Vinyl Interior | <input type="checkbox"/> 4 Barrel |
| <input type="checkbox"/> Leather Interior | <input type="checkbox"/> Tri-Power |
| <input type="checkbox"/> Power Antenna | <input type="checkbox"/> Tachometer |
| <input type="checkbox"/> Dual Power Antenna | <input type="checkbox"/> Dual Quads |
- (further descriptions can be attached separately)*

Reserve USD: \$ Including commission, if none write NONE

Matching Numbers Declaration: *Sellers who wish to declare their vehicles as "Matching Numbers" must complete the Matching Numbers form.*

Auction Schedule:

Gates Open: 8:30 a.m.
Collectibles: 10:00 a.m.
Vehicles: 11:00 a.m.

Deadlines:

Preliminary Mailer: **3/4/16**
Final Mailer: **4/4/16**
Express/Pre-Registration: **4/29/16**
On-site Registration Begins: **5/11/16**

Seller Commissions:

With Reserve: 8%
No Reserve: 6%
All Memorabilia: 10%

Friday: No Reruns

- Sale Opener \$100**
Lots 301-305
- Standard Entry \$150**
Lots 306-319
- Prime Time \$200**
Lots 320-420
minimum \$25,000 value
- Standard Entry \$150**
Lots 421-450
- Feature Entry \$300**
Lots 901-910
minimum \$75,000 value
requires Vicari Approval

Saturday: No Reruns

- Sale Opener \$150**
Lots 501-505
- Standard Entry \$200**
Lots 506-519
- Prime Time \$250**
Lots 520-620
minimum \$25,000 value
- Standard Entry \$200**
Lots 621-650
- Feature Entry \$350**
Lots 911-921
minimum \$75,000 value
requires Vicari Approval

* Feature Cars Run Time will vary and are not in sequential order.

* Auction Position(s) will not be confirmed until payment(s) are received.

* On-site payment available. Please allow **10 business days** after auction to receive titles/payments.

Payment Information:

(Entry Fees Non Refundable)

Card #: _____ Exp. Date: _____ Code: _____

Name On Card: _____ Billing Zip: _____

Authorization Signature: _____ Date: _____

PRELIMINARY CONSIGNMENT FORM & SELLING AGREEMENT

1. Vicari Auction Company, LLC. hereinafter called "VAC", pays auctioneers, provides advertising, and provides the auction sale facility, clerks, cashiers, and necessary sale help. Seller/Owner gives VAC the exclusive right to auction or otherwise market and sell Vehicle until twenty days after sale date and agrees to pay VAC the regular commission for any sale occurring within twenty days of the auction. Seller/Owner acknowledges and accepts that VAC cannot accurately predict sale time and/or sale prices and any predictions by VAC with respect to the foregoing shall be considered estimates only and shall not be binding upon VAC. Furthermore, VAC makes no representations or warranties as to the ability of any buyer to perform and the parties expressly agree that VAC shall not be liable to Seller/Owner if the event of a default by any buyer.
2. Seller/Owner warrants that Seller/Owner is the sole and only owner of Vehicle(s), has the right to sell Vehicle and has clear title or consent of the lien holder, if any, to sell. Seller/Owner has provided VAC 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 and agrees to correct any title defects and/or pay the costs associated with providing Buyer and good, clear and merchantable title as required by the state where Buyer seeks to register Vehicle.
3. Seller/Owner acknowledges that the information it has provided regarding its Vehicle's history, authenticity and originality ("Vehicle Information") will be used by VAC to market and advertise the Vehicle for sale, that said Vehicle information is true and accurate and that VAC is relying on Seller/Owner's representations in the Vehicle Information and VAC has not independently verified same. Seller 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 VAC and further agrees that any Vehicle photographs supplied shall remain the property of VAC.
4. Seller/Owner must provide vehicles with enough fuel to run for the duration of the auction, but no more than 1/4 tank of fuel. Seller/owner further understands that a minimum charge of \$20 will be added for any vehicle needing fuel. Seller/Owner is responsible for assuring that the vehicles are in running condition, that the battery is good and brakes are safe to operate. If brakes are found to be in poor condition by Vicari Auction check-in staff, seller/owner will be required to drive the car across the auction block. If battery is found to be bad, seller/owner is responsible for ensuring battery is operable before admittance into auction. Failure to meet these conditions may result in removal from auction at the seller/owner's expense and without refund of the entry fee.
5. Seller/Owner agrees and consents to the sale of Vehicle subject to the terms, conditions and commissions as stated herein and/or contained in this CONSIGNMENT INFORMATION AND SELLING AGREEMENT, PURCHASE INVOICE AND BILL OF SALE, bidder agreements and other terms and conditions of sale. Seller/Owner authorizes VAC to release 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 VAC from any and all legal obligation for collection, attorney fees, or any costs and/or expenses connected with Vehicle's sale. If, as a convenience either to Buyer or Seller/Owner, VAC 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 VAC's discretion until proper, good funds are received by VAC from the Buyer, and Vehicle can be withheld from Buyer pending receipt by VAC of such funds.
6. Payment for Vehicle is to be immediate and made directly by the Buyer to VAC with either party paying VAC sales commission and with VAC paying the Seller/Owner within thirty (30) days of the date of Vehicle or item was auctioned off.
7. VAC, may as its discretion, acting as agent for the Seller/Owner, cancel or rescind the sale of the vehicle if VAC determines or has reason to believe that the offer for sale has or may subject VAC, 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, VAC, as agent, shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Seller/Owner has received all or part of the proceeds, Seller/Owner agrees to repay such amounts, the Seller/Owner also agrees to accept return of the vehicle as full and complete settlement of this Agreement.
8. Seller/Owner agrees that VAC shall have no liability for loss, theft or damage of any type to the Vehicle, its contents, or components at any time and that VAC is not a bailee of such Vehicle. Seller/Owner further agrees to save VAC, its agents, and its employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Seller/Owner represents that the Vehicle is currently insured and that Seller/Owner shall maintain its own insurance. VAC provides no such insurance and is not an insurer of any vehicle or other article offered for sale. Seller/Owner hereby grants permission for VAC, its employees or agents to drive or move the Vehicle before, during or after the sale. Seller/Owner represents and warrants that the Vehicle is in the safe condition and operable condition to be driven by VAC employees or its agents.
9. The party executing this Consignment Agreement warrants that it has the authority to bind the Seller/Owner to the terms of the Consignment Information and Selling Agreement.
10. Seller/Owner represents that all of Seller/Owner's statements and claims with respect to Vehicle are true and correct to the best of Seller/Owner's knowledge and belief and Seller/Owner has not withheld from disclosure any know or unknown material problems, flaws, or discrepancies with regard to Vehicle. Seller shall provide VAC written notice describing any title "branding" issues, such "branding" issues shall include but are not limited to salvage, previously salvaged, or rebuilt. 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 any vehicle consigned. Seller/Owner indemnifies and holds VAC harmless for any damages arising from any incorrect or misleading statement or any known or unknown material problems, flaws or discrepancies, with regard to the Vehicle.
11. In addition to the Entry Fee described on the reverse side of this Consignment Information and Selling Agreement, Seller/Owner agrees to pay VAC compensation for its effort in the sale of the Vehicle as indicated on the consignment form for that particular auction, but at no time will exceed: Reserve Sale - EIGHT percent (8%) of the sale price. No Reserve Sale - SIX percent (6%) of the sale price, but no less than \$500.00 Seller Commission shall be collected per vehicle, (together referred to as "Commission"). Seller/Owner shall be obligated to pay VAC the Commission if: (a.) VAC procures a buyer that is ready, willing and able to purchase the Vehicle under a "No Reserve" sale of for the agreed upon "reserve price" or mutually agreed upon other minimum price under a "Reserve" sale; or (b.) Seller/Owner withdraws the Vehicle from the current sale or intentionally causes the Vehicle to be unmarketable before the current sale; or (c.) Seller/Owner transfers or enters into any agreement for the sale of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person during the twenty days following the sale, whether or not dealt with by VAC; except that this provision shall not apply if the Vehicle is sold at another public auction by licensed dealer; or (d.) VAC 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 of 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.
12. 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 VAC shall sell Vehicle at the lowered price, the Original, normal reserve commission rate/formula will still apply. If Seller/Owner and VAC agree that the Vehicle is to be sold at a "net price" to the Seller/Owner, the commission rate/formula shall not apply and VAC shall be paid the amount, if any, in excess of the agreed upon "net Price" to be paid to the Seller/Owner.
13. VAC 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 VAC a sixteen percent (16%) commission on the final bid price for the Vehicle which shall be payable in case or certified funds to VAC by Seller/Owner before the Vehicle is released to Seller/Owner.
14. If Seller/Owner or Buyer shall sue VAC but does not prevail, Seller/Owner or Buyer shall reimburse VAC for all its reasonable legal fees and expenses connected with such suit. Both Seller/Owner and Buyer agree to the venue and jurisdiction of the courts of Jefferson Parish, State of Louisiana, United States of America for any and all court cases arising out of these documents and the items they cover. Seller/Owner and Buyer agree that the laws of the State of Louisiana shall apply to any disputes arising from this Consignment Information and Selling Agreement.
15. The instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoices & Bill of Sale 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 VAC in the auction office or at the auction block. The above instrument constitutes an agreement between the Buyer, Seller/Owner and VAC and shall be interpreted in accordance with the laws of the State of Louisiana.
16. In the proper context, the term "vehicle" is used herein as 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 in writing by Seller/Owner and VAC. Seller/Owner shall also have the right to have the items placed in another VAC auction (with an entry fee if reason items did not sell was not the fault of VAC). Seller/Owner must give VAC a 5 day notice before sending items to another as advertised and stated for such sale. Seller/Owner agrees that VAC has no liability for loss or damage to items left with VAC at any place of auction, and it shall be the Seller/Owner's obligation to remove said items at Seller/Owner's cost within 24 hours from the last day said auction was held at that site.
18. Make checks payable to **Vicari Auction Company**.

I acknowledge that I have read and agree to the terms and conditions.

Signature

Date



Important Information: This form is not required unless you are declaring matching numbers. If you have any questions call Vicari Auction at **(504) 264-2277** or email **info@vicariauction.com**.

MATCHING NUMBERS

Seller

Lot#: _____ Auction: _____

I have declared that the vehicle I am selling, VIN _____ is a “numbers matching” vehicle. I attest to the fact that I have personally inspected the numbers on the vehicle and confirm their accuracy. I understand that the generally accepted definition of the term “numbers matching” in the collector car market and for this transaction apply to:

- Engine casting numbers
- Engine casting dates
- Engine assembly codes
- Engine and VIN/serial derivatives

All must be present in a manner consistent with the year, make and model of the vehicle. Further, I understand that the Vehicle Identification Number in some instances identifies a specific model or option, and that the VIN of this vehicle is correct for the model and options represented. Any and all remaining numbers on the vehicle may not be applicable to this transaction or meeting the term “numbers matching.”

I further understand that should the vehicle be sold and found to not have matching numbers, as determine by the buyer and auction company, that the auction company has the right to void the sale, and that I will be responsible for all fees incurred for the sale of the vehicle, to include but not limited to entry fees and all buyer and seller commissions and fees due the auction company. I will further be bound by any and all seller agreements associated with this transaction, and understand that by representing the vehicle as having “numbers matching” that I offer a guarantee that may supersede the “As Is” terms of the sale.

Seller Signature

Date



Vehicle Information

To assist us in providing a complete catalog description, please remember to include the following information about your vehicle.

Year: _____ Make: _____ Model: _____

Chassis/VIN #: _____

Engine #: _____ Body #: _____

Vehicle Information/Options:

Age/Quality of Restoration: _____

Special Features/Modifications:

Provenance or Race History (if any):

Awards (if any):

Additional Comments:
