

D.E. Foeller Sales Inc.
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CONSIGNMENT FORM

DENVER MART

2nd Annual Collector Car Auction
July 25-26, 2014

DENVER, CO

SELLER INFORMATION:

SELLER/AGENT NAME:			
COMPANY NAME:		DEALER #:	
SELLERS ADDRESS:			
CITY:	STATE:	ZIP:	
TAX ID #:			
BUSINESS PHONE:	HOME PHONE:	CELL PHONE:	
FAX:	EMAIL:		

PLEASE ENSURE THAT THE VIN # ON YOUR TITLE MATCHES THE VIN # ON YOUR VEHICLE
D.E. FOELLER SALES INC CAN NOT ACCEPT ANY VEHICLE THAT HAS A VIN DISCREPANCY BETWEEN THE TITLE AND VEHICLE

VEHICLE INFORMATION:

YEAR:	MAKE:	MODEL:
BODY STYLE:	ENGINE SIZE:	COLOR:
VEHICLE IDENTIFICATION #:		

VEHICLE HISTORY/DETAILS/RECONDITIONING INFORMATION:

LIEN AMOUNT (IF APPLICABLE):	LIEN HOLDER NAME:
LIEN HOLDER ADDRESS:	PHONE #:

ENTRY FEES:

SELLERS COMMISSION FEES: 5% OR 300 (WHICHEVER IS GREATER) ON VEHICLES, 15% ON MEMORABILIA

ALL ENTRY FEES \$150 (NON-REFUNDABLE)

*****SUNDAY PAY*****

CASH CASHIER'S CHECK CHECK CHECK # _____

NO RESERVE

WITH RESERVE \$ _____
RESERVE AMOUNT

Reserve may not be raised without consent of D.E. Foeller Sales Inc.

INSURANCE: The Auction provides no insurance and is not an insurer of any vehicle or other article offered for sale. Seller should provide insurance against all perils and loss and insurance should be maintained until consignor receives sale proceeds.

TITLE: Seller warrants that Seller is the sole and only owner of vehicle, has the right to sell vehicle and has good, clear, merchantable title or consent of the lien holder, if any, to sell. Seller agrees to provide copy of title with this consignment form and agrees to bring original title to sale. Title will be returned if the vehicle does not sell.

By signing this agreement, I accept and agree to be bound by all the provisions hereof, including additional terms. Checks should be made payable to D.E. Foeller Sales Inc. D.E. Foeller reserves the right to accept or reject any vehicles for sale.

SIGNATURE

DATE

1. Seller acknowledges and accepts that D.E. Foeller Sales Inc., hereafter called D.E.F.S cannot accurately predict sale times and/or sale prices and any predictions by D.E.F.S. with respect to the foregoing shall be considered estimates only and shall not be binding upon D.E.F.S..
2. Seller warrants that Seller is the sole and only owner of vehicle, has the right to sell vehicle and has clear title or consent of the lien holder, if any, to sell. Seller has provided D.E.F.S. with all lien holder information, including name and amount, in advance of sale. Seller agrees to provide Buyer with good, clear and merchantable title and agrees to correct any title defects and/or pay the costs associated with providing Buyer with good, clear and merchantable title as required by the state where Buyer(s) seek to register vehicle.
3. Seller agrees and consents to the sale of vehicle subject to the terms, conditions and commissions as stated herein and/or contained in the CONSIGNMENT INFORMATION AND SELLING AGREEMENT and PURCHASE INVOICE AND BILL OF SALE. Seller authorizes D.E.F.S. to release vehicle to the Buyer on the bases of the method of payment noted in this instrument and agrees to rely only upon the Buyer for payment, thereby releasing D.E.F.S. 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 Buyer or Seller, D.E.F.S. should issue payment to the Seller on behalf of the Buyer, the payment can be withheld, withdrawn, cancelled or revoked at any time at D.E.F.S.' discretion until proper, good funds are received by D.E.F.S. from the Buyer, and vehicle can be withheld from Buyer pending receipt by D.E.F.S. of such funds.

4. Seller agrees that D.E.F.S. shall have no liability for loss, theft or damage of any type to the vehicle, its contents, or components at any time and that D.E.F.S. is not a bailee of such vehicle. Seller further agrees to save D.E.F.S., its agents and its employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Seller shall maintain their own insurance. D.E.F.S. provides no such insurance and is not an insurer of any vehicle or other article offered for sale.
5. Seller represents that all of Seller's statements and claims with respect to vehicle are true and correct to the best of Seller's knowledge and belief and Seller has not withheld from disclosure any known material problems, flaws or discrepancies with regard to vehicle.

The seller shall provide an accurate odometer statement if required by law and shall be solely responsible for any inaccuracies with respect therein.

6. If the vehicle is to be sold with reserve, the AUCTIONEER MAY BID ON THE Seller's behalf in an amount not to exceed the reserve price. If Seller, offers to lower the reserve price and D.E.F.S. shall sell vehicle at the lowered price, the original normal reserve commission rate/formula will still apply.
7. If Seller shall sue D.E.F.S. but does not prevail, Seller shall reimburse D.E.F.S. for all its reasonable legal fees and expenses connected with such suit.
8. This instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoice and Bill of Sale compromise 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 D.E.F.S. in the auction office or at the auctions block. The above instruments constitute a contract between the Buyer, Seller and D.E.F.S. and shall be interpreted in accordance with the laws of the State of Florida.
9. 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.

SELLERS COMMISSION - 5% OR \$300 (Whichever is greater)

Signature: _____

Printed Name: _____