



## AUCTIONS

2000 North Reading Road, Denver, PA 17517

Phone: 877-968-8880 Fax: 717-336-7115 [www.MorphyAuctions.com](http://www.MorphyAuctions.com)

### AUCTION CONSIGNER PACKAGE FOR MORPHY'S AUTOMOBILE AUCTION

*Auction Date: May 16, 2015*

Complete and send the below documents to:

#### **Dan Morphy**

Founder & President

Morphy Auctions

717-335-4569

[dan.morphy@morphyauctions.com](mailto:dan.morphy@morphyauctions.com)



SOLD \$198,000

#### **Please return the following items:**

- Your completed Auction Consignment Agreement
- A clear negotiable title, along with the vehicle is required.
- Proof of vehicle insurance until date of auction.
- Please verify your vehicle identification number (VIN) on the vehicle matches the title certificate. Errors can sometimes be corrected through the Department of Motor Vehicles provided if we have sufficient time.
- Power of Attorney given to Morphy Auctions to finalize sale on consignment sale date.

Our consignment team will contact you upon receipt of this packet to arrange delivery of your vehicle.

The auction is free for all to attend. Morphy Auctions appreciates your participation and continued support. We look forward to your presence and continued participation in this auction.



# CONSIGNMENT AGREEMENT

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## OWNER INFORMATION

NAME: \_\_\_\_\_

COMPANY (If Applicable): \_\_\_\_\_

OWNER: (Please use the owner of record information found on the title.)

SELLER REPRESENTATIVE: (Power of Attorney form must be submitted with request form.)

DEALER: (Dealer licensing verifications must be submitted with request form.)

ESTATE EXECUTOR, ADMINISTRATOR, GUARDIAN OR AGENT: (Court appointment or authorization to sell verifications must be submitted with request form.)

ADDRESS: \_\_\_\_\_  HOME  BUSINESS  
(Street)

\_\_\_\_\_  
City/State/Zip

PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## VEHICLE INFORMATION

TITLE (Number): \_\_\_\_\_

VIN (Vehicle Identification Number): \_\_\_\_\_

NO BRANDS/SPECIAL DESIGNATIONS

RECONSTRUCTED BRANDED TITLE

FLOOD

SPECIAL CONSTRUCTION/CUSTOM

KIT VEHICLE

OTHER

YEAR: \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

BODY: \_\_\_\_\_  
(Type: Coupe, Convertible, etc.)

COLOR: \_\_\_\_\_  
(Exterior)

COLOR: \_\_\_\_\_  
(Interior)

ODOMETER: \_\_\_\_\_  ACTUAL  UNKNOWN (TMU)  EXEMPT

CONDITION:  ORIGINAL (FACTORY CONDITION)  STOCK (NON-ORIGINAL)  NON-ORIGINAL (CUSTOMIZED/MODIFIED)

RESTORED (ORIGINAL CONDITION)  RESTORED (NON-ORIGINAL CONDITION)  MATCHING NUMBERS

TRANSMISSION:  AUTOMATIC  MANUAL

2 Speed  3 Speed  4 Speed  5 Speed  6 Speed  Other

ENGINE: \_\_\_\_\_ ENGINE: \_\_\_\_\_ ENGINE: \_\_\_\_\_ ORIGINAL ENGINE:  YES  NO  
(Displacement) (Horsepower) (Cylinders)

OPTIONS:  POWER WINDOWS  POWER LOCKS  POWER BRAKES  AIR CONDITIONING

FUEL INJECTION  POWER TOP  DELETE OPTIONS  FACTORY KIT OPTIONS

\_\_\_\_\_  
(Additional Factory Options)

## ABOUT THE AUCTION

The term Auction refers to the Automobile Auction held on May 16, 2015 (herein defined as "Auction").  
Please refer to the Terms & Conditions on the last page of this packet.

Special Clauses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Commission Rate: \_\_\_\_\_

Consignor Expenses: \_\_\_\_\_

## VEHICLE DESCRIPTION - SHORT

The Vehicle Description - Short will be used by Morphy Auctions for advertising and promotional purposes if your description is accepted for consignment. The short description cannot exceed a maximum of 25 words. Any description in excess of 25 words will be edited as necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Any representations including, but not limited to factory high-performance options that are without documentation must be disclosed as "without documentation" in the vehicle short and long description.)

## CONSIGNMENT REQUEST

I am requesting that the vehicle described in this Consignment Request Form be accepted for consignment with Morphy Auctions and sold at the public auction scheduled for May 16, 2015. I have reviewed and hereby accept the Terms and Conditions of the sale as evidenced by my signature below.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



# POWER OF ATTORNEY

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## VEHICLE INFORMATION

TITLE (Number): \_\_\_\_\_ VIN (Vehicle Identification Number): \_\_\_\_\_  
YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

The undersigned, and its subsidiaries, hereby duly appoints Dan Morphy Auctions LLC, 2000 N. Reading Rd., Denver, PA 17517, through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned Morphy's Automobile Auction held on **May 16, 2015**. For its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure as required by federal law.

In consideration Morphy's Automobile Auction held on **May 16, 2015** agreement to execute such documents on behalf to the undersigned from time to time, the undersigned shall indemnify, defend and hold harmless Morphy's Automobile Auction held on **May 16, 2015**, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, causes of action, and expenses of whatever kind and nature, arising from the execution by Morphy's Automobile Auction held on **May 16, 2015** or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Morphy's Automobile Auction held on **May 16, 2015**, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct Morphy's Automobile Auction held on **May 16, 2015** or its employees or agents.

This power of attorney shall be effective as of the date of signing hereof on behalf of the undersigned and continue with full force and effect until terminated by the undersigned in its sole discretion.

This power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

## INDIVIDUAL GRANTOR(S)

\_\_\_\_\_  
SELLER NAME (PRINTED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CO-SELLER NAME (PRINTED)

\_\_\_\_\_  
SIGNATURE

## CORPORATION, ASSOCIATION, ETC.

\_\_\_\_\_  
NAME OF CORPORATION

\_\_\_\_\_  
NAME OF OWNER (PRINTED)

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
SIGNATURE OF OWNER

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
NOTARY STAMP

# AUCTION TERMS AND CONDITIONS

## EXCLUSIVITY:

The owner hereby grants Morphy Auctions the exclusive right to sell the vehicle. Morphy Auctions hereby agrees to use its professional skills, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale. The Consignor hereby agrees to turn over to Morphy Auctions, to be sold at public auction, the items listed on inventory records.

## TERM:

The term of this agreement shall begin on the date the agreement is executed by the owner and shall not conclude until the item has been sold or upon written request with 30 days notice that the consignor wishes to cancel the contract.

## AUCTION PROCESSES AND RUN SCHEDULES:

Sale positions and run orders will not be confirmed until all applicable fees have been paid and all contractual requirements satisfied by the owner. Morphy Auctions reserves the right to alter the placement of sale vehicles at its discretion. The sale schedule and lot numbers will be assigned by Morphy Auctions based upon vehicle type, vehicle market desirability, value, condition and other factors that may from time-to-time be deemed relevant.

Although it is the policy that any and all auction consignments will not be accepted by Morphy Auctions without a specific vehicle being submitted for consideration, Morphy Auction reserves the right at its sole discretion to waive this requirement. The auctioneer has the right to place a bid for consignor up to the reserve amount. Under no circumstances will the auctioneer place a bid on behalf of the consignor above the reserve.

## TITLE DOCUMENTS:

The title of the vehicle being consigned must be in the possession of Morphy Auctions at the time of consignment and the power of attorney must be given to Morphy Auctions to complete the sale on the day of the auction (form is in the packet). The actual title is required in advance of the auction and individual sellers must have the vehicle titled in their name. Payment is made to the name on the title. The seller accepts and acknowledges responsibility for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale. Any title that is held by a lending institution having a lien must be disclosed to Morphy Auctions at time of consignment. All titles must be negotiable with no exceptions. Sales by dealers require that the title being negotiated must have assignment space available for the legal transfer of the document. Open titles are defined as title documents that are not in your name and they are not acceptable. Proceeds to the seller from sales of non-negotiable titles will be held until a proper title is provided.

## SERIAL NUMBERS/VEHICLE IDENTIFICATION NUMBERS (VIN):

Serial numbers on consigned vehicles must match any and all relevant Vehicle Identification Numbers on the vehicle and vehicle documentation. Any vehicles without a proper VIN or with an incorrect VIN will not be allowed to sell. Vehicles delivered for sale without VINs or with incorrect VINs are not subject to refunds for any applicable fees. If you have any questions regarding Vehicle Identification Numbers, please contact the Morphy Auctions before the auction.

## COMPENSATION:

Morphy Auctions will be paid for its services based on the terms, conditions, and fee structure provided on the consignment agreement. It is further mutually agreed that Morphy's may deduct its buyers premium, irrespective of any percentage of buyer's premium charged to Buyer from the gross sales receipts resulting from said auction sale. The net proceeds from the sale of your vehicle will be paid to you within thirty (30) business days of auction date by Morphy Auctions. In case of postponement, said auction will take place on a later date and the Consignor shall be properly advised of such date. Titles will be held in escrow by Morphy Auctions until such time as payment of funds in full has been confirmed. At that time, the title will be released to the buyer. In the event that the buyer does not provide confirmed transfer of funds within twenty-one (21) days of the Auction, Morphy Auctions reserves the right to cancel the sale and return the vehicle and title to you. In this situation, a commission fee would not apply unless there was a reserve requested and the reserve was not meant. In this instance, a \$500 reserve fee will be collected from Consignor.

## POST-AUCTION SELLING:

Morphy Auctions will supply an area for cars that do not reach an agreeable selling price while on the block. All sales resulting from showing the car in this area will be subject to full commissions based on the fee schedule provided in this contract.

## FRAUD OR MISREPRESENTATION:

Fraud and/or misrepresentation by the seller may result in financial and legal liability for issues with a vehicle because of said misrepresentation and/or fraud.

Statement made by the seller regarding any options, condition, certifications, or other relevant assurances are hereby deemed to become a guarantee. Any such assurances proclaimed by the seller must be substantiated to buyer and auction firm alike.

## REMOVAL OF VEHICLES:

Vehicles that did not sell must be removed from the auction site within 48 hours of the auction end unless approved by Morphy Auctions with express consent. These vehicles are the responsibility of the owner and if not removed will be removed and stored at the expense of the owner.

## LIABILITY/LEGAL FEES/JURISDICTION

Morphy Auctions is not responsible for lost, stolen or damaged properties or for any and all other liabilities. Morphy Auctions shall be entitled to Attorney's fees incurred in the enforcement of this contract. This agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania. By signing this document, both parties agree that any action that must be taken to enforce the terms of this agreement shall be brought in the Court of Common Pleas, Lancaster County, Pennsylvania.

## OWNER WARRANTIES

The party signing this Agreement warrants the authority to bind the owner and the owner expressly warrants that he is in custody good and marketable title to the vehicle that is free and clear of all liens, encumbrances or adverse claims of any kind except those as expressly disclosed on the in this agreement. The owner hereby warrants that the title documents for the vehicle including any power-of-attorney executions are original and that any and all signatures on those documents are genuine. The owner hereby warrants that any information tendered with the identification and description of the vehicle is true, complete and not misleading. The owner acknowledges that the Vehicle will be sold "AS-IS," and that Owner will not make any affirmations, representations, or assurances pertaining to the vehicle without the prior written consent of Morphy Auctions. The owner hereby accepts full responsibility for any vehicle description.

## CONDUCT OF SALE

Morphy Auctions shall retain complete control over all aspects of the sale including and without limitation any advertising, promotional activities, bidder screening, site selection, vehicle parking and display, auction sequence, bid advancing and time on the block. Morphy Auctions reserves the right, but assumes no obligation to make, procure, and receive bids on behalf of the owner and to advise bidders of that policy. The owner acknowledges and grants permission for Morphy Auctions and its employees or agents to drive or move the vehicle from time to time before, during, or after the sale. The owner warrants that the consigned vehicle is in safe, operable condition to be driven by employees or representations of Morphy Auctions. The owner acknowledges that should Morphy Auctions, in its sole discretion, determine that the vehicle is not safe to operate, the vehicle will not be allowed across the block under its own power. If the owner or a representative of the owner drives a consigned vehicle on auction site, all applicable Pennsylvania Motor Vehicle laws must be adhered to. Any photographs submitted by the owner to Morphy Auctions shall become the property of Morphy Auctions. The owner grants Morphy Auctions the right to use and reproduce said photographs for any purpose. Morphy Auctions may take photographs or create other likenesses of the Vehicle, and such depictions, and all rights thereto shall be the property of Morphy Auctions. Morphy Auctions reserves the right at its sole discretion to allow unregistered bidders to bid. All sales are final.

## DAMAGE, LOSS BY FIRE, THEFT, OR OTHER CAUSE:

The owner acknowledges full responsibility to maintain sufficient insurance coverage to permit driving the vehicle, and hereby agrees to release Morphy Auctions from any liability which may result from any damage to the Vehicle from any cause. Morphy Auctions hereby discloses that consignors, bidders, and spectators use the facilities at their own risk. Consignors, bidders, and spectators agree to indemnify and save Morphy Auctions and its agents and employees from any loss or liability including but not limited to costs of defense, arising from participation at events conducted by Morphy Auctions. Consignors will indemnify and save harmless Morphy Auctions from any such loss or liability arising from conduct of any consignor toward another consignor or the public.

## ACKNOWLEDGEMENT:

The owner hereby acknowledges having read the consignor agreement including all applicable terms and conditions as contained therein and is hereby legally bound by said agreement. The owner hereby warrants that all statements made and information provided in the consignment agreement are true and correct.