

T# \_\_\_\_\_ CODE \_\_\_\_\_

SALE DATE:

ADDENDUM(S) ATTACHED

Location: 422 Sales Lot

# PUBLIC CARS



# & LT TRUCKS

**MATHIES & SONS, INC. T-A 422 SALES**  
190-192 FISHER ROAD SLIPPERY ROCK, PA. 16057  
PHONE (800) 422-8884 FAX (724) 368-8774  
www.422sales.com email: buses@422sales.com

## PUBLIC AUCTION - CONSIGNMENT AGREEMENT

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

BUSINESS NAME: \_\_\_\_\_ DIN/ID#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ + \_\_\_\_\_

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

FEDERAL EXPRESS OR UPS #: \_\_\_\_\_ OTHER: \_\_\_\_\_

The Consignor(s), \_\_\_\_\_, commissions 422 Sales to sell the items listed herein at absolute public auction, without reserve, to the highest bidder by public auction, and to pay variable commissions on each unit set forth, which are payable in advance and/or may be deducted prior to remitting the net sales proceeds to the consignor(s).

The Consignor(s) certifies that they are the owner of the items listed herein, and have good title to, and the right to sell the same and that the items listed herein are free from all liens and encumbrances. The consignor(s) agree to accept all responsibility for providing merchantable title.

## TITLES MUST BE SUBMITTED WITH THIS CONTRACT

**CARS, PICK UP TUCKS, SUV's, 4X4's, LIMOS, VANS, MOTOR CYCLES  
INDIVIDUALLY OWNED & 'TITLED' VEHICLES"**

## INDIVIDUAL AUCTION COMMISSIONS -TITLED UNITS SELLERS' FEES

0 - 25 = \$20  
26 - 50 = \$35

51 - 200 = \$40  
201 & UP = \$90. + 5%

**NON-TITLED EQUIPMENT - General Merchandise and Personal Property** will be sold for a **commission as stated below**, charged on the bid price, and deducted prior to remitting the net sale proceeds to the consignor.

### **Commission charges per individual item lot sold:**

000 -100 = 20%	1001 - 2500 = 9%	10001 - 20000 = 6%	60001 - 80000 = 3%
101 - 500 = 15%	2501 - 5000 = 8%	20001 - 40000 = 5%	80001 & UP = 2%
501 - 1000 = 10%	5001 - 10000 = 7%	40001 - 60000 = 4%	

### **Sale Time and Date:**

The auction sale will be conducted at 422 Sales 190 -192 Fisher Road Slippery Rock, Pa 16057

On (date) \_\_\_\_\_ (time) **9:30 A.M.**, but may be rescheduled as to time or place at the sole discretion of 422 Sales.

### **Auction Advertising and Sale Expenses:**

422 Sales will pay the entire cost of conducting the auction, including all advertising. 422 Sales must have possession of all units and titles before anything is advertised. The advertising cut-off date for this sale is **2 weeks prior to sale date.**

**Buyer's Premium:** 422 Sales will charge a buyer's premium on each unit item or lot sold.

### **422 Sales - Right to Add or Delete:**

422 Sales reserves the right to add other consignors to the auction and to offer these consignments in any order, at their sole discretion. 422 Sales reserves the right to delete and remove from the auction any item consigned, at their sole discretion.

**PUBLIC AUTOS**



**& LIGHT TKS**

MATHIES & SONS, INC. T/A 422 SALES  
190-192 FISHER ROAD - SLIPPERY ROCK, PA. 16057  
PHONE (800) 422-8884 FAX (724) 368-8774  
[www.422sales.com](http://www.422sales.com) email: [buses@422sales.com](mailto:buses@422sales.com)

**“ABSOLUTE” PUBLIC AUCTION - NON DEALER CONSIGNMENT AGREEMENT**  
**ADDENDUM # 1**

**The Customer appoints 422 Sales as their true and lawful agent, with complete authority to act on the Customers behalf. 422 is authorized to sell any & all units owned by the customer at ‘Absolute Auction’.**  
**This agreement to sell is binding toward any scheduled auction date, unless otherwise ordered by the Customer or 422 Sales.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Power of Attorney & Agency, Indemnity and Hold Harmless Agreement**

\_\_\_\_\_ (hereinafter called customer) whose principal place of business in \_\_\_\_\_, appoints 422 Sales, Slippery Rock, Pa. (hereinafter called auction) as customers agent with full and complete authority to sign odometer disclosure statements, title documents and auction invoices, or other documents as required on customers behalf with regard to any and all motor vehicles owned by customer, which are to be sold by 422 Sales at “Absolute” Auction.

Customer will indemnify and hold auction harmless from all losses or expenses incurred by customer as a result of the Auction acting as customers’ agent pursuant to the “Absolute” Auction agreement, including all expenses and attorney fees incurred by auction.

(x) \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Sellers Signature (Per Terms Set Forth Herein)

(x) \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted by 422 Authorized Agent (Per Terms Set Forth Herein)

**422 SALES AUTOMOTIVE AUCTION - CONSIGNMENT AGREEMENT**  
**SELLER AGREES TO CONSIGN THE FOLLOWING:**

ASSET #	YR	MAKE	BODY	PSG	LAST 8 OF SERIAL / VIN #	FL	ENG	TRANS	BKS	EX EQUIP	MILES
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											
11.											
12.											
13.											
14.											
15.											
16.											
17.											
18.											

**(X)** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**AUTHORIZED SELLERS' SIGNATURE**

I HEREBY ACCEPT THE ABOVE CONSIGNMENT ON THE TERMS SET FORTH HEREIN:

**(x)** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**AUTHORIZED 422 REPRESENTATIVE / AGENT**