

HOLD CHECK: YES / NO

RESERVES: _____

MATHIES & SONS, INC. T/A 422 SALES

190 FISHER ROAD, SLIPPERY ROCK, PA 16057-5706

Phone: (800) 422-8884 or (724) 368-8885 FAX: (724) 368-8774

Website: www.422sales.com Email: buses@422sales.com Online Auctions: <http://onlineauction.422sales.com>

**HEAVY TRUCK AND BUS SELLERS
AUTOMOTIVE AUCTION CONSIGNMENT AGREEMENT**

BUSINESS NAME: _____ DIN/ID# _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

CONTACT PERSON: _____ CELL: _____

PHONE: _____ FAX: _____

EMAIL: _____

The consignor _____, commissions 422 SALES to sell the items listed herein at public auction, with 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 remitting the net sales proceeds to the consignor(s). The Consignor 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 agrees to accept all responsibility for providing merchantable title.

TITLES(S) MUST BE SUBMITTED WITH THIS CONTRACT

CONSIGNOR'S COMMISSIONS – TITLED VEHICLES SELLERS' FEES
CHARGED BY REAR AXLE PLUS PERCENTAGE OF BID PRICE AS FOLLOWS:

Single Wheel Rear Axle: \$100 Dual Wheel Rear Axle: \$150 Single or Dual Wheel Tandem Rear Axle: \$200
Single or Dual Wheel Rear Triaxle: \$250 Fourth Rear Axle: \$300

PLUS 5% OF THE BID PRICE ON EACH VEHICLE

All of the above fees will be deducted prior to remitting the net sale proceeds to the consignor.

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 as follows:

00-\$100=..... 20%	\$1,001-\$2,500=.....9%	\$10,001-\$20,000=.....6%	\$60,001-\$80,000=.....3%
\$101-\$500=.....15%	\$2,501-\$5,000=.....8%	\$20,001-\$40,000=.....5%	\$80,000 & UP=.....2%
\$501-\$1,000=.....10%	\$5,001-\$10,000=..... 7%	\$40,001-\$60,000=.....4%	

SALE DATE AND TIME:

This auction will be conducted at _____ 422 Sales 190 Fisher Rd. Slippery Rock, PA 16057

On (date) _____ at 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 each sale is 6 WEEKS PRIOR TO SCHEDULED SALE DATE.

BUYER'S PREMIUM: 422 Sales will charge a buyer's premium on each unit item or lot sold.

CANCELLATIONS: Should the consignor decide to cancel this auction for any reason without the written consent of the auctioneers – 422 Sales –the Consignor shall pay 422 Sales a \$5000 cancellation fee, plus any and all expenses incurred by 422 up to the time of notification. Should the Consignor withdraw individual units without the written consent of the auctioneers – 422 Sales – after the consignment list has been submitted to 422 Sales for auction, the Consignor will pay the Seller's and Buyer's commission based on the highest price received at auction, for like units. These monies may be deducted from the proceeds of other units sold, or the seller may be billed by 422, with payment expected on demand.

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.

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AUTOMOTIVE AUCTION CONSIGNMENT AGREEMENT

IMPORTANT CONSIGNER CONDITIONS: (1) Should any auction unit not meet contracted item reserve by the auction date and time, 422 SALES will facilitate structured post-auction negotiations with all interested parties for a minimum of two business days in order to achieve the highest offer to present to the consigner. **All contracted auction items are bound to 422 SALES for 30 days from the date of the auction and cannot be sold outside of 422 SALES unless released in writing by an authorized member of the 422 SALES team.** This is necessary to ensure that a contracted auction item is not otherwise sold while active and binding negotiations are being conducted with 422 SALES bidders. **(2) The consigner is not permitted to sell any contracted auction item outside the 422 SALES auction process to a 422 SALES bidder/buyer or any other buyer within 30 days of the auction date and time.**

422 SALES reserves the right to collect a premium ("Seller's Premium") equal to \$200 + 15% of the final invoiced sale amount for failure to comply with either of the consigner conditions presented above. The consigner agrees that it shall pay the Seller's Premium for each item the consigner sells outside of the 422 SALES Auction process, as specified above, unless consigner obtains a written release from an authorized member of the 422 SALES Auction Team. 422 SALES reserves the right to take any necessary legal action to collect the Seller's Premium, in which case consigner shall be liable for any and all collection or legal expenses.

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

Buses may be moved to Sale Site starting on: _____
All units must be delivered to Sale Site no later than: _____

Power of Attorney and Agency, Indemnity and Hold Harmless Agreement

_____ (hereinafter called customer) whose principal place of business is in _____, appoints 422 Sales, full and complete authority to sign odometer disclosure statements, title documents, and auction invoices, or any other documents as required on customer's behalf with regard to any and all motor vehicles owned by customer, which are to sold by 422 Sales at 'Public Auction'.

Customer will indemnify and hold auction harmless from all losses or expenses incurred by customer as a result of the Auction acting as customer's agent pursuant to this Public Auction agreement. This includes, but is not limited to, all expenses and attorney fees incurred by the auction. Any and all disputes will be under the court jurisdiction of Muddy Creek Township, Butler County, Pennsylvania.

(X) _____ Date _____
Authorized Seller's Signature (Per Terms Set Forth Herein)

(X) _____ Date _____
Authorized by 422 Authorized Agent (Per Terms Set Forth Herein)

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

	BUS #	YR	MAKE	BODY	PSG	FULL VIN	FL	ENG	TRANS	BKS	MILES	RESERVES
<u>1</u>												
<u>2</u>												
<u>3</u>												
<u>4</u>												
<u>5</u>												
<u>6</u>												
<u>7</u>												
<u>8</u>												
<u>9</u>												
<u>10</u>												
<u>11</u>												
<u>12</u>												

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____

