

T# _____ CODE _____

SALE DATE: _____
Location: 422 Sales Lot
RESERVE: _____

ADDENDUM(S) ATTACHED



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, 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 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 = \$100 + 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 TKRS

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“PUBLIC” PUBLIC AUCTION - NON DEALER 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.

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 ‘Public 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 “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 customers’ agent pursuant to the “Public” 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	MILES	RESERVES
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