



AUCTION CONSIGNMENT CONTRACT

CONSIGNOR # _____

I/We _____ (CONSIGNOR)

Hereby irrevocably appoint Backseat Collector Car Auction Ltd. to act as selling agents for and to include and offer the following items to be sold in the **CLASSIC CAR AUCTION** to be held on or about _____ at THE TRADEX, ABBOTSFORD, BC.

- I/We agree the the auto/assets mentioned below will be delivered to the above mentioned auction by consignor on Friday (for Sunday auction) in clean condition and running order unless otherwise agreed. If cleaning and/or maintenance are required, the charge will be deducted from the proceeds of the sale.
- I/We agree Backseat Collector Car Auction Ltd. shall be entitled to damage and full commission should consigned assets not be delivered up for the sale for whatever the reason. The commission to be based on Backseat Collector Car Auction Ltd.'s appraised value. I/We agree that Backseat Collector Car Auction Ltd. has the right to charge purchasers a Buyer's fee on all items purchased and is entitled to retain Buyer's fees charge to Buyers. Such fees are not to be included as part of the Bid Sale Price at auction. (Bid Sale Price is the highest bid per item at auction)
- If the property or any portion thereof is encumbered, the Consignor irrevocably directs Backseat Collector Car Auction Ltd. to pay the encumbrance from the proceeds of the sale after first deducting any commission due to Backseat Collector Car Auction Ltd.
- It is represented that the person who executes this Agreement for and on behalf of the Consignor is duly authorized by and on behalf of the Consignor to do so and thereby warrants his authority to execute this Agreement.
- The Consignor agrees to pay all applicable sales taxes and duties, other than such sales taxes which are normally the responsibility of the purchaser,
- Gross misrepresentation by the owner/undersigned as to description or condition of auto/assets will allow Backseat Collector Car Auction Ltd. to refund selling price to buyer at auction, or make an adjustment downward on the sale price. Commission will be charged on the selling price if sold, or on the high bid. (ALL VEHICLES REBUILT, STOLEN RECOVERY, HITS OVER \$2,000.00 MUST BE DECLARED BY CONSIGNOR).
- I/We agree that the advertising will be done at Backseat Collector Car Auction Ltd. discretion and through the event which they feel the possible results are obtained.
- I/We agree that the auto/assets listed below and on other pages will not be otherwise disposed of prior to the above mentioned auction and will be included in the auction and offered for sale.
- This agreement including the description of consigned goods constitutes the entire Agreement between the parties hereto and there are no oral statements between the parties modifying the provisions of this Agreement, and Backseat Collector Car Auction Ltd. makes no guarantee express or implied as to the price for which the property of any part on thereof may be sold at auction.
- The consignor shall be liable for an indemnify and save harmless Backseat Collector Car Auction Ltd. from all manner of actions, causes of action, proceedings, claims, demands, losses, costs, damages, expenses whatsoever which may be brought or made against Backseat Collector Car Auction Ltd., or which it may sustain, pay or incur as a result of or in connection with the use, operation, maintenance, storage and sale of the property that is consigned.
- The Consignor hereby remises, releases and discharges Backseat Collector Car Auction Ltd. from all liability whatsoever, for any theft of or damages to the Consignor's property while it is in the possession of Backseat Collector Car Auction Ltd. and agrees to maintain adequate insurance on the property until a valid sale has been consummated and all funds have been issued by Backseat Collector Car Auction Ltd. to the consignor.
- If no bid is received or a purchaser fails to pay for the property or any part thereof, no commission will be due on that portion of the Consignor's property for which no bid is received or for which payment is not received and Backseat Collector Car Auction Ltd. shall not be accountable in any way but may return the property or part thereof to the Consignor without any cost to Backseat Collector Car Auction Ltd.
- Backseat Collector Car Auction Ltd. agrees to pay the Consignor the bid sale price less commissions within approximately 15 business days of the date of the sale for any goods sold at the appropriate auction. CONSIGNMENT SUMMARY CHEQUE AMOUNT IS PAYMENT IN FULL FOR LOTS SOLD.
- Protected price may be lowered at any time or while car is selling by seller but reserve can not be raised. Vehicle consigned for 30 days following auction, and if sold in that period commissions apply.**
- CONSIGNOR'S STATEMENT, to be submitted with Auction Consignment Contract, completes your contract, and is subject to terms & conditions of this contract.**
- I/We agree for their services Backseat Collector Car Auction Ltd. will be paid and are entitled to retain a commission as follows (plus costs of lien checks)

COMMISSION STRUCTURE: \$500.00 for any sale up to \$10,000. 5% for any sale over \$10,000. \$100.00 LIST FEE (will be credited if a sale is completed).

CLASSIC CAR AUCTION ENTRY FEES

RESERVE FEE: \$100.00+5% GST = \$105.00 **Plus \$20.00 lien check = \$125.00 total**
UNRESERVED FEE: \$50.00+ 5% GST = \$55.00 **Plus \$20.00 lien check = \$75.00 total**

CONSIGNMENT FEES NON-REFUNDABLE AND PAYABLE AT TIME OF CONSIGNING VEHICLE BY VISA, MC, DEBIT, CASH or CHEQUE.

ALL CHEQUES & FUNDS PAYABLE TO BACKSEAT PROMOTIONS LTD. DATE PAID: _____ AMOUNT PAID: _____

AUTHORIZED PAYMENT: CARD # _____ EXPIRY DATE: _____ NAME: _____

YEAR: _____ MAKE/MODEL: _____

VIN#: _____ VEHICLE RESERVE PRICE: \$ _____

ANY VEHICLES: ___REBUILT, ___STOLEN RECOVERY, ___HITS OVER \$2,000.00) **MUST BE DECLARED BY CONSIGNOR**

CONSIGNOR NAME: (Please Print) _____ GST #: _____

ADDRESS: _____ CITY/TOWN: _____ POSTAL CODE: _____

TEL.: _____ CELL/OFFICE: _____ FAX: _____

EMAIL ADDRESS: _____

DECLARE THAT I HAVE READ AND UNDERSTOOD THE ABOVE CONDITIONS AND ALL ITEMS CONSIGNED ARE CLEAR OF LIENS, CLAIMS & ENCUMBRANCES OR AS DECLARED KNOWING THAT IT IS OF THE SAME EFFECT AND FORCE AS IF MADE UNDER OATH AND BY VIRTUE OF "THE CANADA EVIDENCE ACT"

Consignor's Signature: _____ ALL CHEQUES MAILED AS PER CONTRACT

Backseat Collector Car Auction Ltd. Representative _____ on this _____ day of _____, 2009 at _____, BC

FOR INFORMATION & CONSIGNMENTS PLEASE CONTACT BACKSEAT COLLECTOR CAR AUCTION LTD.
#227-20465 Douglas Crescent, Langley, BC V3A 4B6 Phone/Fax: 604-514-2277 Email: backseatinfo@shaw.ca