



MICHIGAN



Collector Car & Motorcycle Auction!

Online Auction: September 26, 2020 @ 11am
Register & Bid: www.LiquidAP.com
Consignments Welcome! Call 616-719-5917

Consignor Information:

AUCTION LISTING CONTRACT

Name (First, Middle Initial, Last):		
Company / Dealership Name & Dealer # or Sales Tax #: (if applicable):		
Address:		
City:	State:	Zip:
Cell Phone:	Email:	

Vehicle Information:

Year:	Make/Model/Series:	Body Style:	Ext. Color:	Int. Color:
VIN:	Engine: CI/HP (example 327-350 HP):		Trans: Auto or Manual, # of Speeds:	

Options, History, Restorations, Awards / Key Points for Auctioneer (up to 10 bullet points / lines)

	Current Mileage:
	Actual, Over 99,999, or Unknown:
	AUCTION CO IS NOT RESPONSIBLE FOR ACTUAL MILEAGE. ACTUAL MILEAGE MUST BE ON TITLE OR DOCUMENTED.
	CONDITION:

Once the auction company receives a listing contract, the protected price may be lowered, but can not be raised at any time by the seller.

Note: If a Reserve amount is NOT STATED in writing, the vehicle will be deemed to sell at NO Reserve.

CHOOSE ONE:

Costs to list your vehicle: \$100 entry fee and sellers can set the reserve at any price they want. No other cost or fee if it doesn't sell. 5% selling fee if it sells with no reserve, or 10% selling fee if they list it with a reserve and it sells. If your vehicle has an estimated price above \$50,000 then we'll list it without any entry fee.

NO RESERVE - The seller has no protected price, nor can seller bid on or purchase his own vehicle. The vehicle will be sold to the highest bidder.

RESERVE - The seller has a protected price. If the bid reaches the protected price or above, the vehicle is sold to the highest bidder. If the bid is below the protected price, the seller has the option to reduce the reserve and accept the bid.

NO RESERVE Initial: _____

RESERVE \$ _____ **Initial:** _____

This Auction Listing Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The parties to this Auction Listing Contract shall endeavor to execute and deliver per the notice requirements contained herein enforceability of this Auction Listing Contract The parties hereto agree that signatures delivered by facsimile, electronic mail or in portable document format ("pdf") shall be binding for all purposes hereof.

I acknowledge that I have read and understand the **Auction Listing Contract**, and this information is accurate to the best of my knowledge.

Authorized Seller's Signature:	Date:
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"Auction Selling Contract" is part of this contract. Please sign, date, and scan both pages and email to ALLISON@LiquidAP.com

AUCTION SELLING CONTRACT

COMMISSION SCHEDULE:

	RESERVE	NO RESERVE
CARS:	10%	5%
MOTORCYCLES OR BOATS:	10%	5%

Entry Rules:

1. Sale position will not be confirmed until entry fee is paid. Unpaid entries will be eligible for cancellation without notice at the discretion of Liquid Asset Partners.
2. Choice of sale position is based on a first come, first serve basis as entries are reserved. However, Liquid Asset Partners reserves the right to alter the placement of sale vehicles at our discretion. Auction run times are estimates only, and are not guaranteed.
3. If an auction entry is cancelled within 5 days of the original entry, the fee will be refunded minus a \$25 handling fee. After 5 days, no refunds or credits will be issued for cancelled entries.
4. Liquid Asset Partners will serve the needs of all customers to the best of our ability. However, customers who do not announce the car they are entering into the sale will not be eligible for those positions deemed "prime" in the sale.
5. Customers with "prime position" numbers are not eligible to change cars once the car is declared. If the announced car is not brought to the auction, you are subject to the loss of the "prime position" in the sale.
6. Once a car is announced and the paperwork is submitted, there will be a \$100 service fee if you change cars (if changeable position).
7. Vehicles with liens must be pre-approved by the auction office and must in all cases be accompanied by a letter from the lien holder stating the lien release conditions and payoff amount. A \$100 lien-processing fee will be assessed.
8. Liquid Asset Partners is not responsible for lost, stolen or damaged properties, or for any and all liabilities.
9. Liquid Asset Partners will supply an area for cars that do not reach agreeable selling prices so as to endeavor to secure a proper buyer for the seller/consignor.
10. Liquid Asset Partners pays the seller when payment is received and confirmed from the buyer. In the event of a Wire Transfer, payment may not arrive until the first business day after the auction. Seller checks are then mailed within 5-7 business days. Liquid Asset Partners will not release vehicle to buyer until payment is received.
11. Should either the buyer or seller default on any part of the transaction, Liquid Asset Partners shall remain entitled to any and all fees and commissions by the defaulting party.
12. Liquid Asset Partners is entitled to its commission on any vehicle sold up to 21 days after said event.
13. Liquid Asset Partners shall be entitled to Attorney's fees incurred in the enforcement of this contract.
14. Vehicles identified as having "matching numbers" may have additional seller requirements.
15. Positions/lot numbers are the property of Liquid Asset Partners and CANNOT be reassigned by a seller.
16. Choice of Law and Venue: To the fullest extent permitted by law and notwithstanding any other provision contained herein, Consignor/Purchaser agrees that the maximum extent of liability of Liquid Asset Partners LLC shall be equal to the commission actually earned on the sale of the vehicle or Lot that is the subject of the dispute. This agreement shall be governed by, and construed in accordance with, laws of the State of Michigan without giving effect of any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Michigan. The seller/consignor irrevocably submits to the jurisdiction of the State of Michigan, Circuit Court of Kent County, over any dispute arising out of, or relating in any way, to this agreement or the transaction(s) to which it relates. The seller/consignor irrevocably waives, to the fullest extent permitted by law, any objection or defense which he, she or it may now have, or come to have, regarding the inconvenience of this forum.
17. 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 amount.
18. Vehicles/items must be removed from the auction site within 4 days of the auction end. They are the responsibility of the owner and if not removed, may be removed and stored at owner's expense.

Title/VIN/VIN Tag/ID Stampings

1. The actual title is required in advance of the auction.
2. The exception to a title not sent in advance is a title held by a lending institution having a lien. A \$100 lien fee will be assessed for any title not presented at the auction. If necessary, titles may be turned into the auction office during vehicle check-in.
3. Titles must be negotiable. Dealers must have space on the title to reassign it. Individuals must have the vehicle titled in their name. Payment is made to the name on the title. An open title, which is one not in your name, is not acceptable. On non-negotiable titles, funds to the seller will be held until proper title is provided. Any title requiring a correction will be assessed a \$100 title correction fee.
4. Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.
5. Serial/VIN/ID Numbers on consigned vehicles must match the title exactly. Seller shall remain solely responsible to provide a 100% marketable title free and clear of all liens, encumbrances, and/or security interests. Seller shall accept return of vehicle plus return all monies received from Liquid Asset Partners and pay for Entry Fees, Buyer Fees, and transportation costs if the Serial/VIN/ID Numbers are deemed to be fraudulent and/or the title is less than 100% marketable as determine by Liquid Asset Partners at Liquid Asset Partner's sole discretion.

Warning – Fraud or Misrepresentation by the seller can supersede "as-is" in a court of law. A seller may remain liable for issues with a vehicle because of misrepresentation or fraud. For example, if you claim "drives like new," "air blows cold," etc. that becomes a guarantee; if you claim one owner; limited production 1 of ??; only year for --; XYZ Certified; etc. a seller must be prepared to substantiate to buyer such claims or statements. Claims of "Matching Numbers" are addressed in paragraph 15 above and if needed by separate documents.

SELLER'S AGREEMENT: THE SELLER covenants with the PURCHASER that he/she is the true and lawful owner, or legally appointed agent of the described vehicle, that the same is free from all liens and encumbrances unless stated on Seller's Listing Contract; that he/she has good right and full power to sell and transfer title to the same; and to the fullest extent permitted by law, Seller/Consignor (or any other term as may be used herein to describe said person or entity) hereby agrees to irrevocably defend, indemnify, and hold harmless Liquid Asset Partners LLC, including its officers, shareholders, directors, employees, or agents, from and against any and all claims, alleged claims, demands, penalties or causes of action, without limitation, arising from the consignment of a vehicle(s) including but not limited to misrepresentations, misstatement of fact, title issues, ownership issues, claims involving "numbers matching" statements, lien issues, and any other issue(s) known or unknown existing now or in the future and arising directly or indirectly from the consignment and sale of Seller/Consignor's vehicle(s). The representations and warranties contained herein shall survive closing on the sale of the vehicle. SELLER agrees that any amounts owing to the auction company may be deducted from the proceeds due the seller. Seller agrees he/she is responsible for any description of said vehicle. I, the seller, fully understand and acknowledge that Liquid Asset Partners is only providing a service to bring buyers and sellers together. In the event of purchaser's default, including but not exclusive to non-payment, the Seller/Consignor releases the auction company from all legal liability and agrees to look only to the purchaser for any recourse arising from said default.

This Auction Selling Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The parties to this Auction Selling Contract shall endeavor to execute and deliver per the notice requirements contained herein original documents bearing an original signature. However, failure to deliver documents bearing an original signature shall not in any manner affect the enforceability of this Auction Selling Contract. The parties hereto agree that signatures delivered by facsimile, electronic mail or in portable document format ("pdf") shall be binding for all purposes hereof.

I understand & agree to the Seller's Commission; I understand & agree to all Entry Rules on this contract; I affirm that the information I have provided is true & accurate.

Authorized Seller's Signature:

Date: