

2019

FEBRUARY 8th - 10th

2019

CONSIGNMENT AGREEMENT



FRIDAY: Standard - \$400 (1401-1425)
Prime - \$500 (1426-1524)
Standard - \$400 (1525+)

SATURDAY: Standard - \$500 (1701-1725)
Prime - \$600 (1726-1849)
Standard - \$500 (1850+)

SUNDAY: Standard - \$350 (2000+)

OFFICE USE ONLY

Lot # _____

Amt Paid _____

Date Paid _____

CUSTOMER INFORMATION

DEALER ONLY

Dealer Name: _____
Authorized Agent: _____
Dealer License #: _____

DEALERS: All title work and/or checks will be made out to the name on your Dealer's License

Name _____
Address _____
City _____ State _____ Zip _____
Phone # _____ Cell Phone # _____
Email _____
Driver's License _____ State _____

INDIVIDUAL SELLERS: All title work and/or checks will be made out to the name on the title

COMMISSION RATES: VEHICLES 8% - MEMORABILIA 15%

PAYMENT: [] Check [] Amex [] M/C [] Visa [] Disc

Cardholder _____
Card Number _____
Exp. Date _____
Billing Address _____

GPk Auctions
208 White Horse Pike Suite 14
Barrington NJ 08007
Phone: 856-573-6969
Fax: 856-546-8483
Email: diane@gpkauctions.com

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED ON PAGE 3 WHICH ARE PART OF THIS CONTRACT. I AFFIRM THAT THERE ARE NO MISREPRESENTATION ON MY PART.

SIGNATURE: _____

**** Entry Fee is NON REFUNDABLE and DOES NOT apply to commissions on sale ****

EVENT DATES: Friday - February 8th, Saturday - February 9th, Sunday - February 10th, 2019
EVENT HOURS: Friday 9:00am to 7:00pm, Saturday 9:00am to 7:00pm, Sunday 9:00am to 5:00pm

CONSIGNMENT TERMS AND CONDITIONS

ALL CUSTOMERS:

In consideration of listing for sale and undertaking to find a purchaser of the vehicle described herein, I or we, here by grant and give G. Potter King, Inc. d/b/a GPK Auctions, the exclusive right and authority to sell said vehicle from the start of the event to 14 business days after the conclusion of the event. It is understood and agreed that GPK Auctions is simply an agent for the seller and is not apart of any agreements between the buyer and seller. Vehicles are auctioned by a licensed and authorized independent auctioneer only.

*VEHICLES WILL NOT BE ALLOWED INTO THE AUCTION AREA UNLESS ENTRY FEE IS PAID IN FULL.

ENTRY FEES:

Are not refundable for any reason and are not applicable towards any commission.

EARLY EXIT POLICY:

Removal of vehicles by the Seller prior to the conclusion of the event is not permitted under any circumstances. By signing this form I agree to be charged an early exit fee of \$500 if I do not adhere to this policy. I understand that there will be NO EXCEPTIONS.

AUCTION DAY POLICY:

Sellers are required to execute all title work at the Settlement Office within one hour of the sale.

TITLE (REGISTRATION FOR NON-TITLE STATES):

Titles MUST be negotiable. Open titles will NOT be accepted. Seller agrees the he/she is responsible for any previous taxes or title obligations. If the title is encumbered by a lien, the seller MUST provide all lien documents and release requirements with this signed agreement. Certification of Origin is required for all newly manufactured vehicles. Failure to guarantee a clear and negotiable title will result in the cancellation of any sale. If sale is cancelled due to a title issue, the seller will be responsible for both the seller and buyer commissions to due GPK Auctions. TITLES OF UNSOLD VEHICLES will be returned to the seller via Certified Mail 14 business days from the conclusion of the event. Absolutely no titles will be returned at the event.

*VEHICLES WILL NOT BE ALLOWED INTO THE AUCTION AREA WITHOUT THE ORIGINAL TITLE (NO COPIES) BEING SUBMITTED TO THE AUCTION HOUSE.

*VIN ON THE VEHICLE MUST MATCH THE VIN ON THE TITLE. VEHICLES WITH INCORRECT VIN OR MISSING VIN WILL NOT BE AUCTIONED.

PHOTOS:

Photos provided may be used in any and all advertising and promotional material by GPK Auctions. Photos will not be returned unless a request is submitted in writing and a self-addressed stamped envelope large enough for the photos is provided.

CONDITIONS OF SALE:

All sales are "AS IS & WHERE IS" - GPK Auctions is not apart of any agreement of any kind between the buyer and seller. Seller acknowledge that he/she has represented the authenticity, history, and condition of the vehicle being offered for sale. All statements made by GPK Auctions and the Auctioneers are based solely upon the information that the seller has provided. GPK Auctions does not guarantee and is not responsible for any representation of the vehicle. If the sale of said vehicle is not completed due to any misrepresentation made by the seller, the seller will be responsible for both the seller and buyer commissions due to GPK Auctions.

Seller agrees to provide evidence of compliance with all applicable identification, or other inspection statutes, rules or regulations imposed by the Federal, State, or Local government, bureau, or agency having jurisdiction. Failure to provide the same will result in the vehicle not being offered for sale through the auction and forfeiture of entry fee paid by the Seller.

In the event of Seller's default on any terms herein, or a Seller making an OFF THE BLOCK sale without notifying GPK Auctions and paying the agreed upon commission, GPK Auctions shall be entitled to attorney fees incurred in the enforcement of this agreement and collection of its commissions and fees.

LIABILITY / PROPERTY INSURANCE / PERSONAL INJURY / OTHER DAMAGE:

Management assumes no responsibility whatsoever for any property in the Convention Center. The applicant agrees to indemnify and hold Management harmless and hereby expressly releases and discharges Management from any and all liability for any loss, injury, suits or damage to person or property that may be sustained by reason of the occupancy of the Convention Center under this agreement. The applicant agrees to maintain his/her own casualty insurance covering any property used or to be located at the Convention Center. The applicant further agrees to purchase and maintain general public liability insurance covering any liability which may arise out of his/her occupancy of space in the Convention Center. Upon request, the applicant will exhibit proof of this insurance to Management. Failure of Management to inspect applicant's insurance policy shall in no way be deemed a waiver of this requirement.

DISCLAIMER:

G. Potter King, Inc d/b/a GPK Auctions and Global Spectrum does not assume and expressly disclaims responsibility for any liability for injury to persons or loss or damage to property (including vehicles) arising from the operation, service, maintenance, use, loading and unloading of applicants vehicles and ancillary property brought into the event. Applicants are expected to maintain insurance, which at a minimum meets or exceeds the requirements of the state of New Jersey, and shall be completely responsible for insuring against loss or damage to property (including vehicles). Applicants enter, exhibit and exit this event at his/her own risk.

Please be advised that the auction you are attending may be taped and/or photographed. Your presence constitutes your consent to GPK to use your image and voice in any and all media now and in the future.