

TERMS & CONDITIONS

Read carefully, this is a legal document.

This document confirms arrangements made for the sale of property to be consigned to *Motorsport Auction Group LLC*.

We ("*Motorsport Auction Group LLC*") will act as your agent for you ("The Consignor"). All consignments are subject to the [Auction Listing and Selling Contract Agreement](#) and the Terms & Conditions set forth below.

WARRANTY OF OWNERSHIP:

You represent and warrant that you own all rights, title and interest in the property and that you have the right to consign said property for sale and that the same is free and clear and will be kept free and clear of all encumbrances, liens and claims of third parties.

DOCUMENT OF TITLE:

At the time of the sale of the automobile, you will agree to deliver the Title of ownership and bill of sale, duly endorsed and assigned to us to be delivered to the new purchaser.

COMMISSIONS:

All consignments are subject to a non-refundable entry fee upon acceptance by *Motorsport Auction Group LLC*.

RESERVE - I, The Consignor, agree to pay the commission on the gross proceeds of the sold article or the minimum fee, whichever is greater, as indicated on the [Auction Listing and Selling Contract Agreement](#). Should you sell your consigned vehicle to anyone who saw the vehicle or made contact with you at the auction event within a period of 21 days, you will be liable for all normally charged commissions. In the event you withdraw any consignments before the auction you agree to pay a charge of 7% of the Reserve value.

NO RESERVE - I, The Consignor, agree to pay the commission on the gross proceeds of the sold article or the minimum fee, whichever is greater, as indicated on the [Auction Listing and Selling Contract Agreement](#). You agree to sell your consignment with NO RESERVE the automobile will be sold to the highest bidder. In the event you withdraw any consignments before the auction you agree to pay a charge of 5% of the No Reserve value as to be determined by *Motorsport Auction Group LLC*.

INSURANCE:

It will be your responsibility to provide insurance coverage for your property at all times while it is on the auction premises. This coverage must include public liability and property damage to a minimum of \$100,000.

Note: In the event of any damage, however occurred, the owner of such property is fully responsible and *Motorsport Auction Group LLC* will not be held liable. This includes, but is not limited to: cars, trucks, automobiles, motorcycles, and personal items.

DELIVERY OF VEHICLE TO AUCTION SITE:

Consignments must be delivered on a check-in date and time determined for each event. Vehicles should have a working battery and contain no more than 1/4 tank of fuel. Owners must drive the vehicle across the auction block or a *Motorsport Auction Group LLC* assigned person will do so at the consignor's request.

CONDITIONS:

1. We make no guarantee, representation or agreement with respect to the selling price of any consigned property. No appraisal, estimate or other statement by us or our representatives with respect to selling price of consigned property is given or may be relied upon by you as a guarantee, representation or agreement of selling price.
2. We reserve the right to withdraw any property at any time before actual sale, at our sole discretion, if there is any doubt as to the attribution or authenticity of the consigned property, or in the event that your representations to us concerning the property are inaccurate in any respect.
3. All consigned property will be sold without reserve, unless reserve is confirmed and accepted by us. The consignor agrees that neither they nor any representative or agent of the consignor (except for us your authorized representatives) will bid at the sale on your consigned property. All bids to protect your reserve, if any, will be made by our representatives as your agent.
4. We assume no responsibility for, and are under no obligation to owe or otherwise enforce, payment by any purchaser for property sold. In the event of non-payment by the purchaser, we, in our sole discretion may either: **(a)** Enforce in our or your name any or all of your and our rights against the purchaser. **(b)** Cancel the sale, recover and resell the property for our account at auction or privately. **(c)** Cancel the sale and return the property to the consignor without any obligations.
5. We will settle and render to you an account of the sale of consigned property on or about **15 business days** following the day of the auction. We will remit the net proceeds received and collected from such sale after deducting our commission and other amounts due to us hereunder. Settlement and payment as provided in this paragraph will not constitute a waiver of your obligation hereunder.
6. We are not responsible for postponement of sale for reasons beyond our control. In case of a necessary postponement, a new date will be determined by us.
7. All consignments must arrive by freight or delivery charges prepaid and at the owners risk.
8. Terms and conditions shall be governed by the laws of the State in which the auction event is held. By signing this you have given *Motorsport Auction Group* permission to use your image for TV, Video, Audio, Pictures, Internet Recording and waive all rights and claims.
9. Consignor, at their own expense, must remove all consigned articles that did not sell from the auction location premises no later than 1:00 PM on the first Monday after auction sale day. If not removed, *Motorsport Auction Group LLC* will remove each article to a suitable storage compound of its choice at a cost of \$50.00 per day, plus applicable moving fees.
10. Consignment cancellations 30 days prior to the auction date are nonrefundable.

*** PLEASE INCLUDE PHOTOS FOR PRESALE ADVERTISING WHENEVER POSSIBLE ***



Unit 15 155 Glendale Ave.
Sparks, Nevada, 89431
Phone: 1-888-330-0749

motorsportauctiongroup.com
office@magauctiongroup.com
Fax: 775-420-4686



PAYMENT AUTHORIZATION

I, _____ hereby authorize
Motorsport Auction Group LLC to charge _____ to my credit card.

VISA MasterCard

Name appearing on card

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Card Number

MM / YY

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Expiration Date

Signature of Card Holder

Date

Please include with your supporting documents.