



CARS STARS AND ROCK'N'ROLL
 CLASSIC CAR AUCTION
 NOVEMBER 15-17, 2019

EG Auctions US LLC
 39101 Leopard St #A, Palm Desert, CA 92211
 p 888.296.0528 | f 888.308.4776
www.egauctions.com

2019 CONSIGNMENT AGREEMENT

1. This CONSIGNMENT AGREEMENT ("Agreement") is made between EG Auctions U.S. LLC ("EGA") and the "Consignor".
2. The Entry fee(s) are non-refundable and do not apply to commission. "With Reserve" means the owner may place a minimum protective price on the Vehicle. "No Reserve" means that the Vehicle will sell to the highest bidder regardless of price. Owners may not bid on their own Vehicles.
3. Consignor represents and warrants that they have the right to consign and sell the said Vehicle and US Title/Registration documents are current and match the Vehicle/Consignor. Furthermore, the Consignor also states that the said Vehicle is free and clear of all liens and encumbrances to all or any financial institution or individual agent.
4. Copies of Consignor/Owner Driver's License and all applicable Vehicle Documentation (US Title, Current Smog, Weight Certificate) MUST be provided with this Agreement. Dealers MUST enclose a copy of their current Dealers License & Seller Permit. An incomplete submission or failure to provide required documents may result in a minimum \$35 charge processing fee.
5. Consignor warrants the Vehicle to be accurately described to the best of their knowledge. Statements in the "VEHICLE DESCRIPTION" and "VEHICLE INFORMATION" sections are provided by the Vehicle Consignor. EGA does not verify, authenticate or validate any portion of this representation. Any dispute regarding these statements will be directly between the "BIDDER" and the CONSIGNOR without effect or responsibility for payment for the purchase to EGA.
6. Consignor must provide ALL REQUESTED INFORMATION AS OUTLINED IN THIS AGREEMENT. If a field does NOT APPLY, Consignor must indicate this by filling in with "NA". Submission of an incomplete form may invalidate your consignment.
7. The Reserve Price is an expected selling price that is inclusive of the EGA's auction commission. EGA reserves the right to lower the commission in order to sell the car with the seller's net figure being unchanged. (i) The seller may verbally agree to lower but not increase the reserve price during the auction process. (ii) If a RESERVE is lifted on the block by Consignor the auction commission fee still applies unless negotiated and documented with EGA staff. (iii) If a Consigned Vehicle is checked into the auction and is later withdrawn before it crosses the auction block, the Consignor agrees to PAY both the sale commission and the buyers commission which are calculated from the Reserve Price. This applies unless specific written authorization is obtained from EGA management waiving the said fees.
8. It is the responsibility of the Consignor to deliver their Vehicle(s) to the event location selected by Consignor as indicated on this Agreement below, prepped and ready to sell at the Auction.
9. Vehicle Check-in begins on Thursday prior to the event. **Note:** Late Check-In may result in a \$100.00 fee or full forfeiture of Consignment Agreement and Fee. The decision regarding fee versus forfeiture will be made by EGA management when a "Late Check-In" occurs. Check-in dates and times as follows: **THURSDAY - 8 am to 5 pm / FRIDAY - 8 am to 12 pm**
10. EGA will, at its own discretion, choose run times and particular lot numbers for your Vehicle. EGA reserves the right to additional Lot numbers in sequence at any time and does not guarantee the time or length of time a vehicle will cross the auction block. If you select a "Special Time Slot," please indicate this in "CONSIGNMENT FEES & COMMISSION". "Special Time Slots" are on a first come-first serve basis and tend to book fast.
11. **Consignment Fees** are as follows: No Reserve = \$0 / Sunday = \$150 / Fri or Sat = \$200 / Special Time \$400. **Commission Fees** are as follows: No Reserve = 5% or \$300 Minimum / Reserve = 8% or \$400 Minimum
12. EGA completes transactions and releases Consignment Vehicles as outlined in the Bidders Agreement. Net sale proceeds will be paid to the seller on or before but no later than 14 business days from the sale date.
13. Consigning a Vehicle with EGA entitles the Consignor to a single standard BIDDERS PASS for the event where the Vehicle is consigned.
14. EGA requires CONSIGNORS to provide a **CURRENT VALID SMOG** inspection certification for 1976 or newer Vehicles during Vehicle Check-In for California Auctions. A VALID SMOG CERTIFICATE cannot be older than 60 days for private party (90 days for dealers) from date of issue to date of sale. Failure to provide a current VALID SMOG CERTIFICATE for vehicles 1976 or newer will be announced for sale to Dealers or "Out of State" Buyers only.
15. If Consignor wishes to bind additional Vehicles to this Agreement, **please complete Page 2 of this CONSIGNOR AGREEMENT form for each additional Vehicle Consignment.**

CONSIGNOR AGREEMENT SIGNATURE

CONSIGNOR INITIALS: _____

I HAVE READ, UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS AS STATED ON ALL PAGES OF THE CONSIGNOR AGREEMENT. I have selected as well as accepted the CONSIGNMENT FEES & corresponding COMMISSION FEES and confirm the RESERVE AMOUNT stated above. I understand that Consignment Fees are due upon signing of this agreement. I understand that Consignment Sales payment may be received in as many as 14 business days from the sale date.

SIGNATURE (Required): _____

DATE: _____

PRINT NAME: _____



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CONSIGNOR INFORMATION **NAME & ADDRESS REQUIRED FOR PAYMENT ON SALE**

PERSONAL OR DEALER NAME		OFFICE CONTACT NAME	
MAILING ADDRESS		CITY	STATE ZIP
OFFICE PHONE	EXT	EMAIL	COUNTY
DEALERS LICENSE NUMBER	STATE	EXPIRATION DATE	COUNTY
DEALERS RES #	STATE	EXPIRATION DATE	COUNTY

VEHICLE DESCRIPTION – PLEASE SEND IN BODY OF EMAIL TO: consign@egauction.com

VEHICLE INFORMATION **VEHICLES 1976 or NEWER - PLEASE COMPLETE PAGE 3 ALSO**

VIN #	_____	Year	_____
Make	_____	Model	_____
Engine Size	_____	Cylinders	_____
Transmission	_____	Exterior Color	_____
Interior Color	_____	Odometer	_____
Registration State	_____	<input type="checkbox"/> Miles	<input type="checkbox"/> Kilometers
		<input type="checkbox"/> Actual	<input type="checkbox"/> Unknown

TITLE: CLEAR OUT of STATE

CONSIGNMENT FEES & COMMISSION	PLEASE COMPLETE AUTHORIZATION FOR FEE PAYMENT PROCESSING.
PLEASE CHECK ONE	COMMISSION FEES
<input type="checkbox"/> \$0 NO RESERVE LOT	5% - NO RESERVE LOT: \$300 MINIMUM
<input type="checkbox"/> \$150 RESERVE SUNDAY LOT	8% - RESERVE LOT: \$400 MINIMUM
<input type="checkbox"/> \$200 RESERVE FRIDAY or SATURDAY LOT	VEHICLE RESERVE AMOUNT: \$ _____
<input type="checkbox"/> \$400 RESERVE SPECIAL TIME SLOT	

Credit Card#: _____ Exp: ____ / ____ Code: _____
 Name on Card: _____
 Billing Address: _____
 City: _____ State: _____ Zip Code: _____

CONSIGNMENT FEE - CREDIT CARD AUTHORIZATION

I authorize EGA to charge the credit card indicated above according to the terms outlined on this page for the purchase of CONSIGNMENT FEES and is valid for one time use only. I certify that I am an authorized user on the account this credit card resides and that I will not dispute the payment with my credit card company; so long as the transition corresponds to the terms indicated on this page. ALL SALES ARE FINAL, NO EXCEPTIONS.

SIGNATURE (Required): _____ **DATE:** _____

FOR OFFICE USE ONLY

LOT: _____



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LATE MODEL VEHICLE 1976 TO 2019

CONSIGNOR/OWNER: _____

YEAR: _____

MAKE: _____

MODEL: _____

Please answer all questions below and provide additional comments if required. Information provided may be included in the Lot Card on the vehicle.

- Current Smog Certificate? No _____ Yes _____ [If No, sold to Dealer or Out of State Buyer only]
- What condition is the vehicle in?

- What is the current odometer reading? _____ Actual mileage? No _____ Yes _____
- Known mechanical defects or mechanical problems with the vehicle? No _____ Yes _____
[Describe] _____
- How does the vehicle drive? _____
- Known problems or issues with the vehicle safety systems? No _____ Yes _____
[Describe] _____
- Does the convertible top work properly? [If Applicable] No _____ Yes _____
[Describe] _____
- Any additional vehicle information _____

I, the undersigned, state that the information provided above is true and correct.

CONSIGNOR SIGNATURE: _____ DATE: _____

PRINT NAME: _____

*Statements on this CONSIGNOR AGREEMENT are provided by the vehicle consignor/owner. EG Auctions does not verify, authenticate or validate any portion of this representation. Any dispute regarding these statements will be directly between the purchaser and the consignor /owner without effect or responsibility for payment for the purchase to EG Auctions US LLC. Per Contract, Buyer assumes responsibility to check all facts and perform any inspection deemed necessary prior to bidding and purchase. UNLESS OTHERWISE STATED, BUYER SHOULD ASSUME VEHICLES ARE NON-MATCHING NUMBERS AND MILEAGE TO BE NON-ACTUAL.

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LOT:



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2019 BIDDER AGREEMENT

BIDDER #:

TERMS OF SALE:

- This BIDDER AGREEMENT ("Agreement") is made between EG Auctions U.S. LLC ("EGA") and the person or entity listed below ("BUYER"). BUYER must have a current "Bidding Contract" and corresponding "BIDDERS PASS" in order to bid. **NO BIDS TAKEN FROM UNREGISTERED BIDDERS.**
- BUYER must provide EGA with proof of means to pay for any purchases. **Terms are cash, certified check, bank draft or wire transfers in USD funds.** Personal check and/or business check will only be accepted in USD funds and accompanied by an irrevocable letter of guarantee from the bank (see "Bank Letter of Guarantee" for instructions). All other arrangements must be pre-approved by senior EGA management. EGA retains the right to request a \$500 CASH deposit or \$500 CREDIT CARD AUTHORIZATION. **PAYMENT ACCEPTED IN US FUNDS ONLY**
- INSPECTION OF VEHICLE:** "The prospective purchaser of a Vehicle may, at his or her own expense and with the approval of the dealer, have the Vehicle inspected by an independent third party either on or off these premises." [Section 11709.1].
- All LOTS are subject to reserve price set by the Consignor unless otherwise stated. Each LOT is sold "AS-IS," with all faults and defects and/or all errors of description. **BUYER** understands that: **(a)** any and all information concerning any LOT is provided by SELLER; **(i)** EGA does not make any representations or express any opinions of its own concerning any LOT; **(ii)** All statements made by the Auctioneer(s) are believed to be true and correct; and **(iii)** EGA does not undertake any duty to examine any component of any LOT, research the title documents or the provenance of the LOT or verify any information provided by SELLER for the benefit of BUYER or anyone else. Neither EGA nor any agent, employee or representative of EGA has given or authorize any other person to give any oral or written affirmation, representation, warranty or guarantee concerning any LOT. **BUYER** is responsible to examine and/or inspect his LOT of choice(es) before bidding.
- If BUYER or BUYER's representative drives a Vehicle on or off the auction site, all applicable Motor Vehicle Laws must be observed at all times. **(a)** Prior to driving any Vehicles purchased at auction, EGA encourages the BUYER to check or inspect any safety or driving components or mechanisms of such Vehicles. **(b)** BUYER is responsible for providing proof of current insurance for each auction event.
- Ownership of an item passes to BUYER when Auctioneer says "SOLD". At that time, the BUYER assumes full responsibility of the item, including but not limited to insurance, damage, whether self-inflicted or by a third party, fire, theft or any other damage that should occur. Should any dispute in a bid arise, the Auctioneer will use his judgment and his decision is final.
- Payment Agreement: **(a)** BUYER agrees to pay in full the amount owed on any LOT on which they bid and to which auctioneer announces "Sold". **(b)** BUYER understands that the entire amount of any purchase made must be paid by 1:00PM on the FIRST banking day following sale date.
- A purchaser's failure to comply with all of the conditions of sale entitles EGA and the consignor to use remedies or courses of legal action to hold the purchaser liable for deficiency plus any legal fees and/or court costs incurred. Like but not limited to: **(a)** Failure to pay for any purchase as noted on line 8b. **(b)** Cancel the sale and retain as liquid damages all or partial payments made by the purchaser. **(c)** Re-sell the property to a new purchaser at a private or public sale. **(d)** Any BUYER accounts over 30 calendar days delinquent will be assessed a late fee of 1% per/month and an interest fee of 1% per/month on the total amount of the outstanding account (including cumulative interest and late fees), until paid in full.
- All Vehicles must be removed from auction premises no later than 5:00 PM PST, the first Monday following the Auction. If any Vehicle is not removed by a purchaser prior to this time, EGA shall have the Vehicle removed and purchaser shall be responsible for any and all towing, storage and labor charges related to removing the Vehicle from the premises.
- BUYERS FEES:** **(a)** Auction Vehicle Sales Commission 7% for each purchased (\$400.00 Minimum) **(b)** Document Fees may apply to Vehicle(s) purchased. \$85.00 Maximum. Any purchased LOT as well as the BUYER'S commission fee will be subjected to applicable Sales Tax. CA Residents will be taxed based on County of Residence. Out of State purchasers taking possession in California are subject to Riverside County tax rate. No Taxes applicable when shipping Out of State with a Licensed Transport Co. & Bill of Lading.
- MEMORABILIA BUYERS FEES:** **(a)** EGA Memorabilia Sales Commission 15% **(b)** Independent Vendor(s) Fees determined and posted by independent Vendor(s). Fees & taxes noted above will also apply.
- CANCELLATION:** "California Law does not provide for a "cooling off" or other cancellation period for vehicle purchase contract" [Section 11709.2]
- SPECIAL NOTE:** As a buyer of a vehicle at this auction, I "explicitly waive my rights to any implied warranty as set forth by law". As collector vehicles, I understand these automobiles may not be fit for ordinary driving and may not be reasonably safe and free of defects. This includes but is not limited to tires, brakes, steering, motor mounts, front and/or rear drive units.

BIDDERS AGREEMENT SIGNATURE

I authorize the investigation of my financial and credit worthiness. I HAVE READ, UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF ANY SALE AS STATED ON ALL PAGES OF THE BIDDERS AGREEMENT. I understand that if I allow anyone to use my Bidders Pass, I will be held personally responsible for the purchase of any LOT. I understand and agree to the Buyer's Premium, Terms and Conditions of Sale, all applicable taxes and fees, and Buyer's responsibility at the acceptance of bid upon the Auctioneer saying "SOLD". Sales tax, if applicable, will be charged on the final total of the "SOLD" price and commissions. All fees are non-transferable and non-refundable. ALL SALES ARE FINAL, NO EXCEPTIONS. In the event Bidder fails to fund any purchase, Bidder shall forfeit collateral hold.

SIGNATURE (Required): _____	
Print Name: _____	DATE: _____

Your information is used to create your bill of sale: USE YOUR FULL LEGAL NAME [AS SHOWN ON YOUR DRIVERS LICENSE] or DEALER /COMPANY NAME.

*****NOTE TO DEALERS: IF YOU ARE REGISTERING TO BID AS A DEALER, PLEASE PROVIDE ONE COPY OF A CURRENT DEALERS LICENSE, RESALE PERMIT & BOND.**

Name: _____

Address: _____

City & State: _____ ZIP Code: _____ Driver's License #: _____

Email Address: _____ Cell: _____ Office: _____

BIDDER PASS: CONSIGNORS RECEIVE ONE COMPLEMENTARY PASS - \$30 FOR EACH ADDITIONAL BIDDER PASS

PLEASE COMPLETE CREDIT CARD AUTHORIZATION

Credit Card #: _____ Expiry Date _____ / _____ 3 (or 4) Digit Code: _____

Billing Address: _____ State: _____ Zip: _____

Name on Card: _____ Signature: _____ Date: _____



DOMESTIC AND INTERNATIONAL BANK WIRE TRANSFER

- * Bank Name: CHASE BANK
- * Bank Address: 42425 E JACKSON STREET
INDIO, CA 92203
- * ABA Routing #: 021000021
(Domestic)
- * SWIFT Code and/or BIC: CHASUS33 **OR** CHASUS33XXX
(International) [XXX can be replaced by a specific BIC
(Bank Identifier Code) if known by the customer]
- * IBAN
- * Account Name (Not Payee Name): EG Auctions U.S. LLC
- * Account Holder's Address: 9120 Double Diamond Parkway, #4006
Reno, Nevada 89521
- * Account Number 312601153

FOR ASSISTANCE WITH BANK WIRE TRANSFER INFORMATION PLEASE CONTACT:

EG AUCTIONS US LLC
800-296-0528 X106



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BANK LETTER OF GUARANTEE

To write a business or personal check for Vehicle purchases against funds drawn and payable from your financial institution, a Letter of Guarantee must be provided. The following format below must be submitted on original bank letterhead with your application. It must show your account information and available USD funds. You must pay for your Vehicle(s) purchases with a check written against this account only. **NO OTHER CHECKS WILL BE ACCEPTED.**

DATE: Date of Letter

To: EG Auctions U.S. LLC

RE: Bidder's name
Or Bidder's Name and Company

This letter should serve as notification that (BANK NAME) will honor/guarantee payment of any check(s) written by (BIDDER'S NAME), up to the amount of (BIDDING LIMIT), drawn on (ACCOUNT NUMBER), or that (BANK NAME) will honor/guarantee payment of **US DOLLAR** funds as instructed by (BIDDER'S NAME) up to the amount of (BIDDING LIMIT) the next banking day following purchase(s). This guarantee of check(s) applies only to EG Auctions U.S. LLC for all purchases made on the days:

NOVEMBER 15-17, 2019

No stop payment will be issued.

Sincerely,

(Bank Officer Signature)
(Bank Officer Name)
(Direct Phone Number)