

VEHICLE AUCTION SALES AGREEMENT
Exclusive listing with the exclusive right to sell

I or We, the undersigned, hereinafter called the Owner and Statewide Auto Auction, Inc., hereinafter called the Agent agree as follows:

1. Owner delivers possession of the following vehicle to Agent for the purposes of procuring an offer to purchase:

Make _____ **Model** _____

Year _____ **Vehicle Identification Number (VIN)** _____

Mileage _____ **License Plate Number** _____ **State** _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

2. The delivery of this vehicle is for the purposes of procuring an offer to purchase and is not a sale of the vehicle to Agent. Owner hereby tenders \$110.00, which represents a nonrefundable Run Fee to offer for sale the vehicle once through Agent's auction sale on ____/____/20____.

3. Sale Fees: Agent accepts possession of Owner's vehicle and will attempt to sell the vehicle at a price of no less than \$ _____. Owner shall have the final approval of any proposed sale of the vehicle.

- There is a \$150.00 fee, payable by Owner, if Agent procures a purchase price approved by Owner in any amount up to & including \$10,000.00. _____
- In addition, any amount of the approved purchase price in excess of \$10,000.00 is subject to a 2% (two percent) commission, payable by Owner.) _____
- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)
- All Sale Fees will be deducted from the Gross Sales Proceeds.

4. Owner must supply good title to the vehicle. Owner must also be able to show that the title is free and clear from all claims and liens *or* that the lien holder will cooperate with any sale made. In the case of a Lien Holder being in possession of the title, all Lien Holder information must be supplied to agent at the time of drop-off including: pay off amount, loan #, name, address & phone number for Lien Holder.

- Please state any liens or loans against this vehicle and the current pay off amount.

5. Owner warrants that the vehicle is free of any physical or mechanical defects except as follows: _____

6. Seller direct agent to collect funds from buyers toward the purchase of the vehicle. Agent agrees to pay to Owner all net proceeds received within 5 days after the completion of the sale. Owner agrees that the Agent may deduct the above Sale Fees plus: _____

- Payments due to any lien holders or other 3rd parties.
- \$125.00 processing fee to settle payments with lien holders or other 3rd parties, if applicable.
- Other unpaid expenses of sale, if any.

7. Obligations of the Owner:

- On delivery of the vehicle to Agent, **Owner shall produce evidence of ownership of the vehicle**, which may be held by Agent while the vehicle is in Agent's possession. Owner shall provide adequate documentation and proof of ownership so that Agent may complete a sale to the buyer. The consigned vehicle is delivered to Agent in trust for the exact terms set forth in this agreement. Agent agrees to receive this vehicle in trust and not to permit its use for any other purpose than what is contained in this agreement without the express written consent of Owner. _____
- Owner agrees to furnish Agent those documents necessary to transfer the ownership of the vehicle to the purchaser. If Agent finds a buyer for the subject vehicle and Owner circumvents

Seller Initial Here _____

Agent in an attempt to avoid payment of the commission to Agent, by selling to the customer developed by Agent, this will be treated as a sale and the above commission will be due and payable to Agent. A sale by Owner or any person or firm other than Agent, during the duration of this contract with or without assistance of Agent will also be treated as a sale and the above commission will be due and payable. _____

- Owner must maintain comprehensive and liability insurance in addition or in lieu thereof while the vehicle is in Agent's possession at the expense of the Owner. _____
- Owner is solely responsible for compliance with all State Vehicle Inspection Laws.
- Maintenance and repair of the vehicle shall be at the sole expense of the Owner. If mechanical or maintenance work becomes necessary while the vehicle is on Agent's premises, Agent will seek permission from Owner to complete the necessary repairs. No work will be performed without the express written permission of Owner. _____
- If the vehicle is not sold in the auction sale agreed upon in the contract for any reason the owner must pick up the vehicle within 48 hours of the auction. If not picked up within 48 hours the vehicle will accrue a \$25 per day storage fee until it is removed from the premises. _____
- Any expense incurred by the buyer of the above mentioned vehicle due to any title issue (i.e mileage discrepancy, salvage/flood history, recorded lien, etc.) will be reimbursed by the titles owers/seller. _____

8. In this agreement, a sale occurs when Agent receives payment in full of the purchase price or its equivalent or executes a sales contract for the vehicle. Within 5 days after the sale, the Agent shall make an accounting to Owner of all of the following: date, total sales price, less repairs authorized by owner, exact amount of any liens payable to lien holders and fees charged to agree to net proceeds payable to seller.

9. If the vehicle remains unsold or if the vehicle has been sold but not removed from Agent's premises or if Owner or buyer is delinquent in paying any fees, Agent may have the vehicle towed and stored elsewhere at Owner or buyer's expense without prior notice to Owner or buyer. Additionally, Agent may, at any time, demand that the vehicle be removed from Agent's premises upon 48 hour notice to Owner.

10. Should Owner wish to remove the vehicle from Agent's premises, Agent requires at least 24 hours notice. The vehicle can then be removed between 9 a.m. and 4 p.m. on weekdays. _____

11. Independent Parties: This agreement shall not be construed to create a partnership or joint venture.

12. Owner hereby promises to defend, indemnify and hold harmless Agent, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any vehicle taken by Agent, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification language contained in this agreement shall survive the termination of this agreement. _____

13. Governing Law; Jurisdiction: This agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York as applied to agreements made in New York, without regard to choice of law principles.

14. Severability: The provisions of this agreement shall be severable. Should any part, term or provision of this agreement be construed by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

15. Complete Agreement: This agreement constitutes the entire understanding between the parties and replaces any and all prior agreements related to the liquidation auction set forth herein. This agreement may not be modified or amended except in writing and signed by both parties.

16. Agent reserves the right to not accept any vehicle for any reason whatsoever.

17. This agreement is effective and valid for 30 days from the date of execution.

Signatures:

Seller Initial Here _____

Owner _____ Date _____

Address _____

Telephone/Cell Phone/Email _____

N
O
T
A
R
Y

State of New York, County of _____, on the ____ day of _____ 20____, before me personally came _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that ____ executed the same.
X _____

Agent on behalf of Statewide Auto Auction, Inc
155 Terminal Drive
Plainview, NY 11803
(516) 349-0007 FAX (516) 349-0105

N
O
T
A
R
Y

State of New York, County of _____, on the ____ day of _____ 20____, before me personally came _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that ____ executed the same.
X _____

NOTICE TO OWNER: Failure of the Owner to comply with the terms of this agreement may be a violation of statute, which could result in criminal or administrative sanctions, or both.

Additional Vehicles

Vehicle #2

Make _____ Model _____

Year _____ Vehicle Identification Number (VIN) _____

Mileage _____ License Plate Number _____ State _____

Floor Price _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)

Owner warrants that the vehicle is free of any physical or mechanical defects except as follows:

Vehicle # 3

Make _____ Model _____

Year _____ Vehicle Identification Number (VIN) _____

Mileage _____ License Plate Number _____ State _____

Seller Initial Here _____

Floor Price _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)

Owner warrants that the vehicle is free of any physical or mechanical defects except as follows:

Vehicle # 4

Make _____ **Model** _____

Year _____ **Vehicle Identification Number (VIN)** _____

Mileage _____ **License Plate Number** _____ **State** _____

Floor Price _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)

Owner warrants that the vehicle is free of any physical or mechanical defects except as follows:

Vehicle #5

Make _____ **Model** _____

Year _____ **Vehicle Identification Number (VIN)** _____

Mileage _____ **License Plate Number** _____ **State** _____

Floor Price _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

Floor Price _____

- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)

Owner warrants that the vehicle is free of any physical or mechanical defects except as follows:

Vehicle #6

Make _____ **Model** _____

Year _____ **Vehicle Identification Number (VIN)** _____

Mileage _____ **License Plate Number** _____ **State** _____

Floor Price _____

(Owner must sign a NY State DMV form MV-103: Odometer And Damage Disclosure Statement)

- There is a \$25.00 Vehicle Cleaning Fee payable by Owner (optional).
 - I, _____, authorize Vehicle Cleaning and agree to pay Vehicle Cleaning Fee.
(Owner initial here)

Seller Initial Here _____