

## Terms of auction listing and selling contract agreement.

AUCTION LISTING & SELLING AGREEMENT is made between Wildwood NJ Boardwalk Classic Car Auction (herein after known as the "WNJBCCA") and the person or entity submitting as listed on the reverse side of this agreement (AUCTION LISTING & SELLING AGREEMENT).

In consideration of listing for sale and undertaking to find a purchaser of the vehicle described herein, I or we, hereby grant and give you the exclusive right and authority to sell from the conclusion to 14 days after the auction. It is understood and agreed that WNJBCCA, are agents for the seller. Cars are auctioned by a licensed and authorized auctioneer only, not employed by WNJBCCA.

Auction day pay policy. Applies to all sellers. All sales are required to settle within one hour after vehicle is successfully bid. All sales are "as-is" and "where is". The auction company is not part of any agreements of any kind between buyers and sellers.

Title. Good and saleable vehicle title is part of this agreement and may be attached thereto, or turned into auction office upon arrival at sale site. In the event title is encumbered by assignment, pledge, chattel mortgage or security agreement, consigner shall present with this agreement written consent of the holder of such security interest to sell such vehicle in the minimum price for which such security interest will be released. A vehicle is newly manufactured consignor agreed to guarantee title ability.

Vehicle will not be allowed into auction area without original title, no copies first being turned into the auction office.

Titles of "no sale" or unsold consign vehicles will be returned to the owners by certified mail 14 working days after sale. Absolutely no titles will be returned during sale days.

Photos. Photos provided may be used in advertising and promotional sale. Photos will not be returned unless requested to do so in writing and contained a self-addressed envelope.

Consignment fees: are non-refundable for any reason and are not applicable towards any commission.

Procedures for settlement at the auction office.

Consigners (sellers).

1. Sign the payment release form when you check in at the sales office.
2. When your car sells, you and the buyer go to the auctioneer's office to complete all transfer papers.
3. You accept any inherent risk with regard to propriety of title work.
4. You (the seller) pay the auction company, their seller's commission.

In the event of consigners default on any terms herein, or a consignor "off the block" sale without notifying and paying the auction company, said auction company or assigns shall be entitled to attorney fees incurred in the enforcement of this contract and collection of its commission and fees.

Consignor represents and warrants that he has the right to consign and sell in that vehicle and its title documents are free and clear from all claims in liens unless stated otherwise herein, and/or that sellers or finance company or claim lien holder will cooperate and accept net sale proceeds when presented by auction company. (All claim or lien holder information must be given to the auction company). Consignor further agrees to guarantee clear title to purchaser. Failing to comply will result in cancellation of sale.

Consignor has represented the authenticity, history and condition of the consign vehicle as indicated hereinbefore. Consignor warrants to auction company that such representations are true and agrees to pay the full commission earned for the sale of such vehicle, if any sale made hereunder is not completed due to buyer rejecting the vehicle because of any misrepresentation by the consignor.

Consignor 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 vehicle not been offered for sale at auction and forfeiture of consignment fee by consignor.

WNJBCCA and the Greater Wildwood Hotel & Motel Association does not assume and expressly disclaims responsibility for any liability for injury to persons or loss or damage to property (including autos) arising from the operation, service, maintenance, use, loading or unloading of participants. Automobiles and ancillary property brought into the show. Participants are expected to maintain insurance, which at a minimum, meets or exceeds the requirements of applicable motor vehicle laws of New Jersey, and shall be completely responsible for insuring against loss or damage to their autos. Participants enter, exhibit and exit this event at their own risk.