



**CORVETTE AUCTION**  
Aug. 28, 2009

Carlisle Events • 1000 Bryn Mawr Road • Carlisle, PA 17013 • (717) 243-7855 • FAX (717) 243-0255

# CONSIGNOR CONTRACT

SELLER/VEHICLE INFORMATION

OFFICE USE
CUSTOMER #
LOT #

## ABOUT THE SELLER

NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_  
(If company owns vehicle)

PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_  
 HOME  BUSINESS

CITY/STATE/ZIP \_\_\_\_\_

## ABOUT THE VEHICLE

CHASSIS/VIN# \_\_\_\_\_

YEAR \_\_\_\_\_

BODY STYLE \_\_\_\_\_

COLOR (EXTERIOR) \_\_\_\_\_

COLOR (INTERIOR) \_\_\_\_\_

MILEAGE (ODOMETER) \_\_\_\_\_ (TITLE) \_\_\_\_\_  
 ACTUAL  OVER  UNKNOWN (TMU)  EXEMPT

TRANSMISSION  AUTOMATIC  MANUAL  
 3-SPEED  4-SPEED  5-SPEED  OTHER

TITLE CONDITIONS:  RECONSTRUCTED BRANDED TITLE  FLOOD  
 SPECIAL CONSTRUCT/CUSTOM  KIT VEHICLE

REMINDER:  **COPY OF TITLE INCLUDED (MANDATORY)**

IS THERE A LIEN?:  YES **(IF CHECKED, WE WILL CONTACT YOU)**

ENGINE (CID/HP): \_\_\_\_\_

ORIGINAL ENGINE:  YES  NO

DESCRIPTION: \_\_\_\_\_  
ATTACH ADDITIONAL PAGE IF NEEDED

PHOTOS:  **PHOTOS OF VEHICLE INCLUDED**, or  
 **PHOTOS EMAILED TO** DennisB@CarlisleEvents.com

## RELATIONSHIP TO VEHICLE

(CHECK ALL THAT APPLY)

- OWNER** This information should match exactly how your title reads.
- OWNER'S REPRESENTATIVE** Representatives need to have owner sign the Power of Attorney form.
- DEALER** Dealers need to include a current copy of their dealer license and resale license with this paperwork.

## ABOUT THE SALE

The term Auction refers to the Corvettes at Carlisle Auction held on Aug. 28, 2009 (herein defined as "Auction").

Please refer to the Consignor Conditions of Sale on reverse.

**FREE STANDARD CONSIGNMENT FOR ONE VEHICLE UNLESS SOLD**  
**Consignment deposit required**

**STANDARD CONSIGNMENT - \$250.00**

Vehicle will be auctioned Friday.  
Hours: 4 - 6 pm and 9 - 10 pm

**PRIME CONSIGNMENT - \$400.00**

Vehicle will be auctioned 6 - 9 pm

Select which selling option you would like to exercise.

**WITHOUT RESERVE - 5% seller's commission**

The seller has no protected price and the vehicle will be sold to the highest bidder.

**ESTIMATED VALUE: \$** \_\_\_\_\_

I am offering this vehicle with NO RESERVE **INITIAL** \_\_\_\_\_

**WITH RESERVE - 6% seller's commission**

The seller has a protected price. If the bid reaches the protected price or above, the vehicle is sold to the highest bidder. Once the auction company receives a listing contract, the protected price may be lowered but cannot be raised at any time by the seller. If the bid is below the protected price, the seller has the option to accept or refuse the last bid. This contract will be accepted with a reserve (if provided), if it is considered fair and reasonable by Carlisle Productions Inc.

**RESERVE AMOUNT: \$** \_\_\_\_\_ **INITIAL** \_\_\_\_\_

## DISCLOSURE BY CARLISLE PRODUCTIONS INC.

As compensation for Carlisle Production Inc.'s efforts, Owner agrees to pay Carlisle Productions Inc. a commission in addition to the entry fee as indicated above. In no event shall Carlisle Productions Inc.'s commission be less than \$500.00. Carlisle Productions Inc. hereby agrees to inform any prospective customer or bidder that the vehicle is on consignment. As a courtesy to the seller(s), it is Carlisle Productions Inc.'s policy to maintain confidentiality of vehicle reserve price.

**By signing this agreement below, signor affirms he/she has read the conditions of sale on the back of this form and states that he/she will abide by the same in their entirety.**

**X** \_\_\_\_\_  
**SIGNATURE**

DATE \_\_\_\_\_

**CARLISLE COLLECTOR CAR AUCTIONS:  
THE FOLLOWING CONDITIONS OF SALE ARE INCORPORATED AS A MATERIAL PART OF THIS CONSIGNOR CONTRACT (“CONSIGNMENT AGREEMENT”)**

**1. EXCLUSIVE RIGHT**

For the term of this Agreement, Owner hereby grants to Carlisle Productions Inc. the exclusive right to market and sell the Vehicle.

**2. TERM**

**The Term of this Agreement shall be from the date this Agreement is executed by Owner (“Date of Execution”) to sixty (60) days after the last day of the Auction (“the Expiration Date”).**

**3. AUCTION PROCESSES**

(A) Sale position will not be confirmed until entry fee is paid. Unpaid entries will be eligible for reassignment without notice at the discretion of Carlisle Productions Inc.

(B) Choice of sale position is based on a first come, first serve basis as entries are reserved. However, Carlisle Productions Inc. reserves the right to alter the placement of sale vehicles at our discretion.

(C) Lot numbers will be assigned by Carlisle Productions Inc. based upon vehicle type, value and condition. They may not be transferred or substituted. In pursuit of our common goal to sell your vehicle for maximum value, your vehicle will be placed in the environment that, in our estimation, is the most conducive for a successful sale.

(D) If an auction entry is cancelled within 5 days of the original entry, the entry fee will be refunded minus a \$25.00 handling fee. However, if the entry is cancelled within 30 days of the auction event, no refunds or credits will be issued for cancelled entries. Entries received within 30 days of the auction event are not subject to refund or credit.

(E) Carlisle Productions, Inc. will attempt to balance the needs of all of its auction participants to the best of its ability. However, positions in the Auction will be assigned to specific vehicles. You may not obtain a position in the Auction without entering a specific vehicle. Carlisle Productions Inc. at its sole discretion reserves the right to waive this requirement. Vehicles entered less than 30 days prior to the Auction may not be eligible for “prime position” in the Auction.

(F) Customers with “prime position” numbers in the Auction are not eligible to substitute a different vehicle in that spot, or to assign their position in the Auction. If the Vehicle specified in the application submitted with this Contract is not brought to the Auction, you are subject to the loss of the “prime position” in the sale.

(G) If you wish to substitute a different vehicle for the one specified in the submission made with this Contract, such substitution will only be made at the discretion of Carlisle Productions, Inc. and may be subject to a \$100 service fee. Carlisle Productions reserves the right to change your position in the Auction in the event it approves a change in the Vehicle being sold.

**(H) The vehicle’s title must be in the possession of Carlisle Productions Inc. at the time of consignment. The only exception to this is a title held by a lending institution having a lien.**

(I) Titles must be negotiable, unless Carlisle Productions, Inc. agrees in advance to accept a Vehicle for consignment with a non-negotiable title. Dealers must have space on the title to reassign the title. Individuals must have the vehicle titled in their name. Payment is made to the name on the title. An open title, which is one not in the name of the seller, is not acceptable. On non-negotiable titles, funds to the seller will be held until proper title is obtained.

(J) If your car does not sell, the title will be returned within 21 days. Carlisle Productions Inc. will work diligently to return any and all title documentation to the owner of record on the quickest possible timeline.

(K) Vehicles with liens must be pre-approved by the auction office and must in all cases be accompanied by a letter from the lienholder stating the lien release conditions and payoff amount on the next business day after the Auction. A \$500 lien processing fee is assessed.

(L) Serial numbers on entered vehicles must match ID NUMBERS on VIN on title. CARS WITHOUT A VIN OR INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE. Entry fees will not be refunded on cars rejected.

**4. COMPENSATION**

(A) As compensation for Carlisle Productions Inc.’s efforts, Owner agrees to pay Carlisle Productions Inc. a commission as follows:

(1) If the Vehicle is consigned by Owner to Carlisle Productions Inc. “With Reserve,” Carlisle Productions Inc. will receive as its commission 6% of the Vehicle sales price.

(2) If the Vehicle is consigned by Owner to Carlisle Productions Inc. “Without Reserve,” Carlisle Productions Inc. will receive as its commission 5% of the sales price.

(3) In no event (using either of the formulas above) shall Carlisle Productions Inc.’s commission be less than \$500.00.

(4) Net Proceeds of Auction sales will be paid to you within ten (10) business days of receipt by Carlisle Productions, Inc. of confirmed funds from a buyer. Carlisle Productions Inc. will work diligently to make payment on the quickest possible timeline. Carlisle Productions, Inc. will hold the title of the vehicle in escrow until such time as the payment of funds has been fully confirmed, at which point it will release the title to the buyer and will forward the net proceeds of the sale to you. In the event that the Buyer does not provide Carlisle Productions, Inc. with a confirmed transfer of funds within twenty-one (21) days of the Auction, Carlisle Productions reserves the right to cancel the sale and return the vehicle and title to you and no commission fee would apply.

(i) If Carlisle Productions Inc. procures a party who is ready, willing and able to purchase the Vehicle for the mutually agreed upon and specified minimum price (i.e. reserve); or

(ii) If Carlisle Productions Inc. procures a party who enters into an agreement to purchase the Vehicle on terms and conditions which are accepted by Owner;

(5) If at any time prior to the Expiration Date, Owner transfers or enters into any agreement to transfer any interest in the Vehicle by any means (including without limitation, sale, exchange, gift, or option) directly or indirectly to any person or entity with whom Owner or Carlisle Productions Inc. dealt with during the term of the Agreement, whether or not Carlisle Productions Inc. was the procuring cause, Owner agrees to pay Carlisle Productions Inc. commission based upon the formula set forth in paragraph 4(A)(1) and (2) above and also pay Carlisle Productions Inc. the Buyer’s premium of 5% of the sale. The lone exception to this obligation is if a licensed dealer sells the Vehicle at another public auction.

(6) Carlisle Productions Inc. is entitled to its commission on any vehicle sold up to 21 days after said event.

(B) If Owner withdraws the Vehicle from the Auction or intentionally renders the Vehicle unmarketable before or during the Auction, both of which Owner acknowledges are strictly prohibited under the terms of this Agreement, in calculating Carlisle Production Inc.’s commission under Subparagraphs (A), the “sales price of the Vehicle” shall be deemed to be the greater of: the reserve set forth in the Agreement or the stated consideration for the transfer.

(C) The entry fee paid by Owner upon execution of this Agreement is for separate services, and it shall not be credited against nor shall it be deemed a part of the commission.

(D) Reserve Price. After the reserve price for the Vehicle has been mutually agreed upon by Owner and Carlisle Productions Inc., Owner may not increase the set reserve. Owner shall have the right to reduce the reserve price at any time prior to the sale of the vehicle. When a vehicle is sold With Reserve, the auctioneer may bid on Owner’s behalf up to the reserve price. If Owner offers to sell the Vehicle for an amount less than the reserve price and Carlisle Productions Inc. agrees to sell the Vehicle for such an amount, the commission rate for vehicles consigned “With Reserve” shall still apply.

(E) Owner’s obligation to pay compensation to Carlisle Productions Inc. under this Agreement will not be affected by the rescission of any agreement to transfer the Vehicle.

(F) Owner authorizes Carlisle Productions Inc. to deduct its commission from the proceeds of the sale of the Vehicle (or any other vehicles consigned by Owner to Carlisle Productions Inc.) and hereby grants Carlisle Productions Inc. a possessory lien upon such proceeds and vehicles to secure payment of its commission and all amounts owed by Owner to Carlisle Productions Inc.

(G) No-Reserve, Owner “buy-backs” (where the owner is the successful bidder while on the auction block and upon the fall of the gavel on his own vehicle) are discouraged. However, in the event that Owner believes it is necessary to

exercise such option, in addition to paying Carlisle Productions Inc. the seller’s commission as set forth in paragraph 4(A)(2) above, Owner is responsible for paying Carlisle Productions Inc. the Buyer’s premium in the amount of 5% of the final bid price and all applicable sales tax. Such payment is due and payable from Owner in cash or certified funds prior to release of Vehicle.

(H) During the auction dates, Carlisle Productions Inc. will supply an area for cars that do not reach agreeable selling prices while on the Auction Block so as to endeavor to secure a proper buyer for the seller/consignor. All sales resulting from showing the car in this area will be subject to full commissions at the rates specified in this contract (whether with reserve or without reserve).

**5. OWNER WARRANTIES**

(A) The party signing this Agreement warrants the authority to bind Owner, Owner expressly warrants that he has good and marketable title to the Vehicle, free and clear of all liens, encumbrances and adverse claims of any kind, except as expressly disclosed on the Consignor Contract. Owner represents that he has obtained the written consent of any Lienholder and any other adverse claimant to release any interest in the Vehicle, upon receipt of the disclosed lien balance and any other sums specifically shown on the Consignor Contract. Owner has furnished evidence of such written consent.

(B) Owner represents that the title documents for the Vehicle, including any powers-of-attorney, are original and that the signatures on those documents are genuine.

(C) Owner represents that the information supplied by Owner to Carlisle Productions Inc. in connection with the identification and description of the Vehicle is, to the best of Owner’s knowledge, true, complete and not misleading. Owner acknowledges that the Vehicle will be sold “AS-IS,” and that Owner will not make any affirmations, representations, or assurances pertaining to the Vehicle without the prior written consent of Carlisle Productions Inc.

(D) Owner understands he/she is fully responsible for any description of said vehicle.

(E) Owner acknowledges that he/she is responsible for any previous tax or title obligation on said vehicle and is responsible to provide purchaser with a proper document of sale.

(F) No later than the first day of the Auction, Owner will provide Carlisle Productions with evidence that the Vehicle complies with all applicable federal, state and local laws, including without limitation, laws pertaining to the safety and emissions standards for the Vehicle. In the event that a buyer alleges or asserts any warranty arising out of the sale of the Vehicle, regardless of whether such alleged warranty is based upon statute, written or oral communication, is express or implied, Owner agrees to defend and indemnify Carlisle Productions Inc. against such claim, including payment of legal fee.

**6. CONDUCT OF SALE**

(A) Carlisle Productions Inc. shall have complete control over all aspects of the Auction, including without limitation, advertising, promotional activities, bidder screening, site selection, Vehicle parking and display, auction sequence, bid advancing and time on the block. Carlisle Productions Inc. reserves the right, but not any obligation, to make, procure and receive bids on Owner’s behalf and to so advise bidders.

(B) Owner acknowledges and grants permission for Carlisle Productions Inc., its employees or agents to drive or move the vehicle from time to time before, during or after the sale.

(C) Owner warrants consigned vehicle is in safe, operable condition to be driven by Carlisle Productions Inc. employees or representatives. Owner acknowledges that should Carlisle Productions Inc., in its sole discretion, determine that the vehicle is not safe to operate, the vehicle will not be allowed across the block under its own power.

(D) If owner or owner’s representative drives a consigned vehicle on auction site, all applicable Pennsylvania Motor Vehicle laws must be adhered to.

(E) Any photographs of the Vehicle submitted by Owner to Carlisle Productions Inc. shall become the property of Carlisle Productions Inc. Owner grants Carlisle Productions Inc. the right to use and reproduce said photographs for any purpose. Carlisle Productions Inc. may take photographs or create other likenesses of the Vehicle, and such depictions (and all rights thereto) shall be the property of Carlisle Productions Inc.

(F) Carlisle Productions Inc. reserves the right at its sole discretion to allow unregistered bidders to bid.

**7. DAMAGE, LOSS BY FIRE, THEFT, OR OTHER CAUSE**

(A) Owner acknowledges that it is his responsibility to maintain sufficient insurance coverage to permit driving the vehicle, and Owner agrees to release Carlisle Productions Inc. from any liability which may result from any damage to the Vehicle from any cause.

(B) Consignors and spectators use the facilities at their own risk and agree to indemnify and save harmless Carlisle Productions Inc., its agents and employees from any loss or liability including but not limited to costs of defense, arising from participation at events conducted by Carlisle Productions Inc. and/or held at the Carlisle Fairgrounds. Consignors will indemnify and save harmless Carlisle Productions for any such loss or liability arising from conduct of any consignor toward another consignor or the public.

(C) Carlisle Productions Inc. is not responsible for lost, stolen or damaged properties.

(D) Carlisle Productions Inc. is not responsible for any and all liabilities.

**8. REMEDIES**

(A) If owner should breach any provision of this Agreement or if Owner fails to consummate the sale of the Vehicle for any reason, in addition to and not in lieu of all remedies available at law or in equity, Carlisle Productions Inc. shall have the right to:

(1) Seek an order of specific performance directing Owner to deliver the Vehicle and all title documents properly executed and acknowledged;

(2) Hold owner liable for actual damages, including Carlisle Productions Inc.’s commission and any other amount payable by Owner, and enforce Carlisle Productions Inc.’s lien rights hereunder; and/or

(3) Withdraw the Vehicle from the Auction and retain Owner’s entry fee.

(B) In the event of any dispute between Owner and any buyer, Carlisle Productions Inc. reserves the right to interplead any funds or documents held pursuant to this Agreement.

(C) Should either buyer or seller default on their part of the transaction, Carlisle Productions Inc. shall remain entitled to any and all fees and commissions.

(D) This Agreement shall be interpreted and enforced according to the substantive laws of the Commonwealth of Pennsylvania. Except for Carlisle Productions Inc.’s right to interplead this action, as described above, any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”), under its Commercial Arbitration Rules. Such arbitration to be held in the state of Pennsylvania before a single arbitrator by the AAA, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event that 1) Owner institutes or initiates arbitration or court action against Carlisle Productions Inc. under the terms of the Agreement; 2) Any action is taken by Carlisle Productions Inc. to enforce this Agreement either in a court of law or arbitration; or 3) in the event Carlisle Productions Inc. is joined in any action filed by Buyer against Owner, Owner shall pay all of Carlisle Productions Inc.’s attorney’s fees, witness fees, court, and/or arbitration costs and collection costs.

(E) Carlisle Productions Inc. shall be entitled to Attorney’s fees incurred in the enforcement of this contract.

(F) In the event of purchaser’s default, the seller/consignor releases Carlisle Productions Inc. from all legal liability and agrees to look only to the purchaser for any recourse arising from said default.

**9. ACKNOWLEDGEMENT**

I have read the CONSIGNOR CONTRACT, including in particular the CONDITIONS OF SALE, and I hereby agree to be legally bound by them. I acknowledge that the additional sheets included with the consignor packet that I received include additional terms and conditions and I hereby warrant that all statements made and information provided in the consignment package are true and correct.

## PHOTOGRAPHY

- Please submit five high-quality photos including outside full-body shots (front ¾) with the hood and trunk down and doors closed. Under the hood, interior, and engine photos would be appreciated.
- Make sure that the photos feature your vehicle in good lighting (preferably outdoors), with good color, and no or very little shadows and glare.
- The photographs should only feature your vehicle. Please do not include people, pets, signs, other vehicles, or any other objects. Also, please be aware of background objects (i.e. poles, trash cans, other cars, etc.)
- Do not enhance a photograph through the use of Photoshop or other programs to manipulate the appearance of the vehicle.



- You can check the print quality using Adobe Photoshop in the following way:  
Go to the image menu and choose Image size. In the Image size window, be sure Resample Image is UNchecked, type 300 in the box beside the word Resolution. Beside width and height, use the pull-down menus to choose inches. If the measurements are no smaller than 2 inches high and 3 inches wide, your digital photograph will be acceptable.
- Shown here is an example of a good photograph (driver side is acceptable as well):

## VIDEO

Carlisle Auctions will also post video links as submitted through an existing YouTube user account. Please note that content will be reviewed in advance for compliance to the following rules:

- Video submissions must be created for the specific purposes of documenting the condition of a consigned vehicle
- Please do not use talking points about the consigned vehicle, this is for the purpose of providing a virtual walk-around of your car
- Videos must be limited to a maximum of two minutes

Video of consigned vehicles provides prospective buyers with a unique opportunity to evaluate a vehicle of interest. As such, your ability to showcase the consigned vehicle in its true form is important. We recommend the following approach to filming your vehicle video.

- Start at the front of the vehicle and begin a 360 walk around
- Do not stop to point out perfect gaps or even small blemishes (buyers will want to inspect these in person)
- Feel free to lift the hood to display the engine and you can even start the vehicle to capture the sound of the engine at start up and with minimal revving

After you have finalized your video, please upload it to YouTube.com and provide the URL as instructed below.

## SUBMITTING PHOTOS AND VIDEO

E-mail [dennisb@carlisleevents.com](mailto:dennisb@carlisleevents.com)

or mail to **Dennis Baish, Carlisle Auctions, 1000 Bryn Mawr Rd., Carlisle, PA 17013**

