

Buyer/Seller services for exotic, classic & all American muscle cars.



SHOW YOUR

* Premium national exposure
or discreet marketing to
private collectors

Auto

847-838-3749

Consignments, eBay Auctions, Locator service.

Show Your Auto, LLC
P.O. Box 432
Grayslake, Illinois 60030

AUCTION LISTING AGREEMENT

Completing your entry:

To enter your car, sign and return this Auction Listing Agreement, the completed Vehicle Information Sheet, and recent provide a recent inspection performed by a certified/licensed independent 3rd party appraiser or inspector (this is the information the auctioneer will use to represent the vehicle at auction), a copy of your title (front and back) and the appropriate entry fee. *Payment is required to confirm position.* You can mail or overnight photos to the address below, or you can e-mail digital photos to: pictures@showyourauto.com Please include your name, vehicle year, make, & model and auction date.

Seller/Consignor Information

Name: _____

Address: _____

Home Phone: _____ Business Phone: _____ Cell: _____

Email: _____ Fax: _____

Vehicle Information (See Vehicle Information Sheet completed by Seller and Walk Around Sheet completed by a certified/licensed independent 3rd party appraiser or inspector, which are attached to this Listing Agreement and made a part hereof as Schedules 1 and 2)

Show Your Auto Auction Event: _____ **Dates Held:** _____

Make: _____ Model: _____ Body Style: _____

Year: _____ VIN: _____ Color: _____

YOU MAY SELECT A PURCHASE RESERVE. IF SO, INSERT IT BELOW AND INTIAL IT. RESERVE \$ _____ INITIAL _____	IF NO RESERVE IS REQUESTED, INITIAL BELOW. INITIAL _____
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SYA is the exclusive listing agent for the Vehicle _____ INITIAL _____	SYA is given media exclusivity for the Vehicle _____ INITIAL _____
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The Seller/Consignor's Vehicle is placed for auction during a Show Your Auto Auction Event during the above listed dates on eBay Motors or a similar online auction venue and on the SYA Website. Bidders are recruited using print and web media as well as individuals who have expressed interest in similar vehicles offered by SYA. A reserve can be set and if it is not met the vehicle will not be sold. Cost per vehicle is a \$125.00 Listing Fee plus 7% of actual vehicle selling price. **I understand and agree to the seller's commission due upon accepted sale and will be deducted from the settlement payment.** **INITIAL:** _____

Payment information:

Day of Auction Selected _____ Total entry fee due: \$_____ Check or money order enclosed
Credit Card Info: _____ - _____ - _____ - _____ Exp. Date: _____
Name as Appears on Card: _____

Complete this Listing Agreement and return to SYA along with your completed Vehicle Information Sheet (this is the information which we will use to describe your Vehicle), the Walk Around Sheet, a copy of your Vehicle Title (front and back), photos of the Vehicle and your Initial Fee for whatever services you have selected. The Initial Fee is non-refundable. Any questions please call SYA at 847.838.3749 or email us at pat@showyourauto.com. All services are subject to the terms and conditions set forth below.

SELLER'S AGREEMENT: THE SELLER covenants with the PURCHASER that he/she is the true and lawful owner, or legally appointed agent of the described vehicle, that the same is free from all liens and encumbrances unless stated on Seller's Listing Contract; that he/she has good right and full power to sell and transfer title to the same; and that he will warrant and defend the same against the lawful claims and demands of all persons whomsoever. SELLER agrees that any amounts owing to the auction company may be deducted from the proceeds due the seller.

Seller agrees 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. I, the seller, am fully responsible for any description of said vehicle. I, the seller, fully understand and acknowledge that Show Your Auto llc is only providing a service to bring buyers and sellers together. In the event of Purchaser's default, the Seller/Consignor releases the auction company from all legal liability and agrees to look only to the purchaser for any recourse arising from said default.

Show Your Auto, LLC

Seller

By: _____
Patrick Krook, CEO

_____ (signature)
_____ (printed name)

Terms and Conditions

1. Seller's Obligations. Seller must provide accurate and complete information about the Vehicle. Pictures shall be supplied by Seller. SYA can offer to supply pictures of the Vehicle for an additional fee where this service is locally available.

INITIAL _____ Seller will afford every opportunity to view all vehicles prior to sale as well as provide a recent inspection performed by a certified/licensed independent 3rd party appraiser or inspector. Seller is solely responsible and liable for the accuracy and completeness of the Vehicle's description as contained in the Vehicle Information Sheet and Vehicle Walk Around Sheet. It is this information which will be used in SYA's Website and other marketing materials. Seller must also keep in contact with SYA and respond to questions on the Vehicle and notices relative to a potential Buyer within twenty-four (24) hours of receipt of a notice and otherwise cooperate with SYA until the Vehicle is sold.

INITIAL _____ Seller's failure to provide a materially accurate description of the Vehicle, including the omission of any material fact will give a potential Buyer the right to cancel the purchase, even after a deposit has been provided and shall result in SYA's termination of this Agreement. In such event, Seller shall be responsible to SYA for the amount of the actual marketing costs incurred by SYA during the time the Seller's Vehicle listing was in place, in excess of the Initial Fee. Seller understands and agrees that actual marketing costs for the Vehicle could total as much as \$750.00. In addition, because the loss to SYA for its commission based fee (7% of the Purchase Price) will not be able to be quantified, Seller will be responsible to pay to SYA the greater of Seven Percent (7%) of the Seller's list (asking) price or the sum of Five Thousand (\$5,000.00) Dollars as liquidated damages and not as a penalty.

2. Reserve Price. Each Vehicle is offered subject to the reserve price ("Reserve Purchase Price") determined by Seller, unless Seller decides not to select a reserve, as indicated above.

3. Exclusive Listing.

INITIAL _____ SYA has the exclusive right to sell Seller's Vehicle. In the event the Seller sells the Vehicle directly in violation of this agreement with SYA, then Seller shall be responsible to SYA for the amount of the actual marketing costs incurred by SYA during the time the Seller's listing was in place, in excess of the Initial Fee. In addition, because the loss to SYA for its commission based fee (7% of the Purchase Price) will not be able to be quantified, Seller will be responsible to pay to SYA the greater of Seven Percent (7%) of the Seller's list (asking) price or the sum of Five Thousand (\$5,000.00) Dollars liquidated damages and not as a penalty. SYA retains its exclusive right to sell on any vehicle up to 91 days after said event.

3. Exclusivity in Media. At SYA's request, Seller shall indicate whether the Vehicle is being offered in any other media (electronic, print, or otherwise). If it is not offered for sale in other media, SYA has the right to indicate in the listing that it is a "media exclusive." Seller shall promptly notify SYA of any change in the offering status of the Vehicle at which time SYA shall advise any potential Buyer or a Buyer. Media exclusivity does not imply that SYA is the exclusive sales agent for the Vehicle. Unless an exclusive listing is agreed upon between the parties, Seller retains the right to sell the Vehicle directly; provided that SYA has not introduced the Buyer to the Seller directly or indirectly.

4. Seller's Warranty. Seller represents that he is the true and lawful owner of the Vehicle, which is or will be free and clear of any encumbrances when sold to a Buyer. A copy of your title, front & back, is required in advance of the auction. Serial numbers on entered vehicles must match ID NUMBERS or VIN on title. CARS WITHOUT A VIN OR INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE. Please check your serial number to avoid complications.

5. Our Relationship. Under this Agreement, SYA shall act as a disclosed agent for the Seller in pursuing the sale of Seller's Vehicle. We will only act for you while this Agreement is in place. SYA is not in possession of the Vehicle(s) offered or advertised. The parties acknowledge and agree that SYA is providing a service to the Seller by facilitating the sale of the Vehicle. Seller does not retain the right to sell the Vehicle directly, the Website listing for the said Vehicle shall contain a statement to that effect as this may increase the Vehicle's salability.

6. Seller's Right to Cancel. The Seller of a Vehicle has a right to cancel his listing within twenty-four (24) hours of listing the vehicle, upon written notification to SYA. After this twenty-four (24) hour period, no refunds are given for any services contracted for with SYA by Seller. If Seller withdraws the Vehicle from sale, we will delete the listing or advise a potential Buyer and, if a deposit has been previously provided by a Buyer, shall immediately return Buyer's deposit as Seller's full obligation to Buyer.

7. Limitation of Liability. SYA's maximum liability to Seller shall under no circumstances exceed the total amount paid by Seller for any SYA product or service. Under no circumstances will SYA be liable to Seller for any indirect, special, incidental, punitive, consequential, or other damages arising in connection with this Agreement. Seller indemnifies, defends and holds SYA harmless for any damages, claims, judgments, costs (including reasonable attorneys fees) incurred due to any act of Seller, including without limitation misrepresentation of the Vehicle or refusal to sell the Vehicle to a Buyer at an agreed price. SYA shall be entitled to Attorney's fees incurred in the enforcement of this contract.

8. Title Arrangements. Seller shall be solely responsible for making all title transfer arrangements. Titles must be negotiable. 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 your name, is not acceptable. On non-negotiable titles, funds to the seller will be held until proper title is obtained. Seller agrees that he/she is responsible for any previous tax or title obligations on said vehicle and is responsible to provide purchaser with a proper document of sale.

9. Amounts Due SYA. SYA's normal practice requires payment by a Buyer of a deposit of Seven Percent (7%) of the final auction bid/Purchase Price. Seller must accept a sale unless the Purchase Price is less than any applicable reserve. SYA will retain a Buyer's deposit in payment of its percentage fee due from Seller. Buyer will be responsible to pay the balance of the Purchase Price to Seller directly. Seller shall be responsible for all payments to SYA. Any late payments to SYA shall incur interest at one (1%) percent per month or if lesser, the maximum allowable under the law. SYA is entitled to its commission on any vehicle sold up to 61 days after said event.

10. Severability. If any Paragraph or part thereof of this Agreement shall be held void or unenforceable, the validity of the remaining provisions shall not be affected thereby.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws. In the event of a dispute between the parties, the matter will be resolved by arbitration under the rules of the American Arbitration Association. Arbitrations shall be held in Chicago, unless otherwise agreed to by the parties. A single arbitrator shall be selected by the parties from the American Arbitration Association's list of available arbitrators. If the parties are unable to agree upon an arbitrator, the American Arbitration Association will designate an arbitrator. The costs of the arbitration fees will be paid for jointly by the parties.

12. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written. This Agreement shall not be modified except in a writing signed by both parties hereto. No provision hereof shall be deemed waived by SYA unless such waiver shall be in writing and signed by SYA or a duly authorized representative of SYA.

13. Notices. All notices shall be sent via personal delivery or by certified mail, return receipt requested, with a copy being sent on the same day by e-mail. Notices shall be deemed effective on the date of personal delivery or on the date of mailing for certified mail. Notices to SYA shall be sent to: Patrick Krook, Show Your Auto, LLC, P.O. Box 432 Grayslake, IL 60030. Notices to Seller shall be sent to the mailing address provided by Seller from time to time.

Schedule 1
(Vehicle Information Sheet)

Buyer/Seller services for exotic, classic & all American muscle cars.



SHOW YOUR

* Premium national exposure
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Auto

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**Show Your Auto, LLC
Vehicle Information Sheet**

Make: _____ Model: _____ Body Style: _____
Year: _____ VIN: _____ Mileage: _____ (actual mileage)

Color:

top _____
body _____
interior _____
interior trim _____
body trim _____

Originality: (circle one)

factory original engine YES NO
factory original transmission YES NO
factory original differential YES NO
original body panels YES NO
(list below all that apply)
factory original paint YES NO
(80% or more)

Engine:

size (cu/in) _____
horsepower _____
of cylinders _____

Documentation: (circle applicable)

original cowl tag YES NO
original door tag YES NO
original fender tag YES NO
body VIN stamps YES NO
(state below all locations it appears)
factory build sheet YES NO
original window sticker YES NO
original bill of sale YES NO
other (please list below) _____

Transmission: (circle one)

automatic NO YES
manual NO YES
(if manual, circle one) 3 speed, 4 speed, 5 speed, other

Seat Style: (circle one)

bucket seats YES NO bench seats YES NO

Options: (list options items which the vehicle contains, ie., sun roof, abs brakes, A/C, airbags)

Comments: (list additional information about the Vehicle here)

Authorized Sellers Signature: By signing this I swear that the information is true and correct
Signature _____ **Date:** _____

Schedule 2
(Vehicle Walk Around Sheet)