

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
349 North Alleghany Road
Grays Lake, Illinois 60030

SELLER LISTING AGREEMENT

Seller Information

Name: _____
Address: _____
Home Phone: _____ Business Phone: _____ Cell: _____
Email: _____ Fax: _____

Vehicle Information (See Vehicle Information Sheet and Walk Around Sheet, completed by Seller, which are attached to this Listing Agreement and made a part hereof as Schedules 1 and 2)

Make: _____ Model: _____ Body Style: _____
Year: _____ VIN: _____ Color: _____

SYA Services - Select the Service(s) Which Work Best For You (See Schedule 3 for a FULL Description of each service available)

<p>The Garage -- The Seller receives certain custom services which promote Seller's car to the SYA network, referral system and email newsletter. Exclusive listing in the "By Invitation Only" room on SYA's website.</p> <p>\$75.00 Initial Fee plus 5% of Vehicle Purchase Price</p>	<p>The Assistant -- The Seller is advised by SYA on how to prepare the Seller's Vehicle for maximum profit. Then all inquiries and price negotiations are handled by SYA.</p> <p>\$75.00 Initial Fee plus 5% of Vehicle Purchase Price</p>	<p>The Auctioneer -- The Seller's Vehicle is placed for auction with eBay Motors or a similar online auction house and on the SYA Website and bidders are recruited from individuals who have expressed interest in similar vehicles. A reserve can be set and if it is not met the vehicle will not be sold.</p> <p>\$75.00 Initial Fee plus 5% of Vehicle Purchase Price</p>
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Terms and Conditions

1. **Seller's Obligations.** No matter which type of service is selected from SYA, 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 of (\$149.00) as set forth above, where this service is locally available. Seller is solely responsible and liable for the accuracy and completeness of the Vehicle's description as contained in the Vehicle Description 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 forty-eight (48) hours of receipt of a notice and otherwise cooperate with SYA until the Vehicle is sold.

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 \$_____. In addition, because the loss to SYA for its commission based fee (5% of the Purchase Price) will not be able to be quantified, Seller will be responsible to pay to SYA the greater of Five (5%) Percent 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.

Further, if SYA has an exclusive listing to sell Seller's Vehicle and 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 (5% of the Purchase Price) will not be able to be quantified, Seller will be responsible to pay to SYA the greater of Five (5%) Percent of the Seller's list (asking) price or the sum of Five Thousand (\$5,000.00) Dollars liquidated damages and not as a penalty.

Where SYA does not have an exclusive listing to sell the Vehicle, the Seller may, at any time, sell the Vehicle directly. However, if Seller has not sold a Vehicle, but merely decides to withdraw it from the market, Seller shall be liable to SYA for the actual cost of SYA's marketing services for Seller's Vehicle.

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. **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.

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. If 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.

8. Title and Delivery Arrangements. Seller shall be solely responsible for making all title transfer and delivery arrangements.

9. Amounts Due SYA. SYA's normal practice requires payment by a Buyer of a deposit of five (5%) percent of the final auction bid/Purchase Price. Seller must accept a sale unless the vehicle has previously been sold or 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.

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, 349 North Alleghany Road Grayslake, IL. 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.



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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)

Schedule 2
(Vehicle Walk Around Sheet)

**Schedule 3
Show Your Auto Service
Descriptions**

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



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Consignments, eBay Auctions, Locator service.

The Garage- SYA's most popular service for the private collector, a discreet way to market your car to the right audience while protecting your privacy.

SYA gathers all the facts and photos from seller that will be helpful in selling your automobile, including an owner conducted vehicle inspection.

SYA writes a compelling description with an unlimited number of photos and showcases it in our private, invitation only showroom UNTIL IT IS SOLD.

SYA pro - actively markets your vehicle outside normal advertising channels, contacting our private network of collectors, clubs, and enthusiasts.

SYA handles all inquiries, price negotiations, and complete the transaction with the buyer so Seller does not have to.

Seller has control of the selling price by setting an acceptable floor(reserve price) in the beginning and giving final acceptance of the offer. Seller then makes arrangements with the Buyer to transfer the vehicle.

\$75 fee is non-refundable. 5% commission is based on actual final sale price of vehicle. All pricing is subject to the terms of the Seller Listing Agreement.

The Assistant - This service is for the busy professional who does not have the time or wishes to avoid the hassle of handling any part of the sale. Your car gains maximum exposure to the right audience.

SYA gathers all the facts and photos from Seller that will be helpful in selling the automobile, including an owner conducted vehicle inspection.

SYA writes a compelling advertisement with up to 10 oversized photos provided by Seller and showcases the vehicle in our specialty showrooms UNTIL IT IS SOLD.

SYA advertises Seller's vehicle to a targeted market of millions through national publications like Hemmings, duPont Registry, AutoWeek, and Deals and Wheels depending on the vehicle.

SYA handles all inquiries, price negotiations, and completes the transaction with the buyer so Seller does not have to.

Seller has control of the selling price by setting an acceptable floor(reserve price) in the beginning and giving final acceptance of the offer. Seller then makes arrangements with the Buyer to transfer the vehicle.

\$75 fee is non-refundable. 5% commission is based on actual final sale price of vehicle. All pricing is subject to the terms of the Seller Listing Agreement.

The Auctioneer - Take advantage of our successful track record in conducting on-line auctions. Don't wait for the next big car show. On-line auctions are happening 24x7 all year round! This is the quickest way to turn your collector car into money in the bank.

SYA gathers all the facts and photos that will be helpful in selling the vehicle, including an owner conducted vehicle inspection.

SYA designs an effective vehicle feature page with up to 24 oversize photos and run it on Ebay Motors, or similar online auction house AND in our specialty showrooms.

SYA recruits prospective bidders who have expressed interest in similar items and draw them to your auction.

SYA conducts all aspects of the auction, fields questions, handles deposit monies as well as arranges final inspection and delivery of the automobile.

SYA has command of the selling price with a reserve set at auction. If it doesn't meet Seller's price, SYA does not sell it.

SYA will post the auction a second time for an additional \$75.00 if the vehicle doesn't sell the first time. Most auctions last 7 days and sell the first time.

\$75 fee is non-refundable. 5% commission is based on actual final sale price of vehicle. All pricing is subject to the terms of the Seller Listing Agreement.

The Walkthrough* - This is a pre-sale inspection and photo service designed to save much time and get the sale of your vintage car going quickly. To ensure an accurate representation and marketing of your vehicle, SYA follows the following steps:

Professional, in person consultation on prepping the car for sale

Conduct a comprehensive visual inspection of the vehicle

Check all instrumentation for proper operation

Complete photo spread, showing off the car top to bottom, inside and out

Inventory all available documentation

Check the engine and mechanicals for obvious flaws and test-drive the car

\$149.99 fee is non-refundable.

* Subject to regional availability. Price may vary by location. This inspection is designed to objectively assess the vehicle in preparation for sale. It does not verify authenticity of ownership or original condition, provide an appraised value for insurance or financing purposes, or act as a substitute for a mechanical inspection by an ASE certified mechanic.