

# SELLER VEHICLE CONSIGNMENT AGREEMENT FORM

## INTERNATIONAL LEVIS AUTO SHOW



**SATURDAY AUGUST 24<sup>th</sup> 2019**  
 4176, route des Rivières  
 Levis (QC) Canada G6J 1J4

www.internationallevisautoshow.com  
 Tel.: 418-956-6960  
 Email: encan@internationallevisautoshow.com  
 DATE:

### 1. CONSIGNOR INFORMATION

- Owner** > Continue to section 1A  
 **Company** > Continue to section 1B

#### 1A. OWNER

Last Name	First Name	Birth Date (YY-MM-DD)
Address	City	Zip Code
Email		
Phone (day)	Phone (evening)	SIN
Driver's licence number		
<input type="checkbox"/> Provide a double-sided photocopy of the driver's licence		

#### 1B. COMPANY

Full name of the company	Licence number	<input type="checkbox"/> Provide a copy of the business permit
Address	City	Zip Code
Last and First name of the person authorized to register the vehicle in the name of the company		Function/Position

### 2. VEHICLE INFORMATION

Year	Make / Model / Series	Body Style
Engine	Transmission	Odometer
		<input type="checkbox"/> Kilometers <input type="checkbox"/> Miles
Exterior color	Interior color	VIN #
Additional information, options, history, restauration, awards		

### 3. CONSIGNMENT FEE PER VEHICLE

**Consignment Fee:** The Consignor agrees to pay the following consignment fee to the Auction.  
 The Consignment Fee is non-refundable and payable regardless of whether the Vehicle is sold or not.

**Registration before August 1<sup>st</sup>, 2019**

Consignment Fee	CA\$100,00
GST (5 %)	CA\$5,00
QST (9,975 %)	CA\$9,98
<b>TOTAL</b>	<b>CA\$114,98</b>

**Registration from August 1<sup>st</sup>, 2019**

Consignment Fee	CA\$200,00
GST (5 %)	CA\$10,00
QST (9,975 %)	CA\$19,95
<b>TOTAL</b>	<b>CA\$229,95</b>

**Credit Card**     **VISA**     **MasterCard**

Expiration Date	Security Code		
Name on card:			

### 4. COMMISSION FEE PER VEHICLE

**Commission Fee:** In addition to the Consignment Fee, for any sale of a Vehicle made through the Auction, the Consignor will pay at the Auction a Commission Fee of 5% or 7% on the sale price, depending on whether or not a reserve price is applied (see section5). Commission Fee is payable by the seller at the Auction by certified cheque, bank draft or cash. A minimum sales charge of CA\$250 is applicable.

**5. HOW DO YOU WANT TO SELL YOUR CAR?** Reserve

The Seller has a protected price. If the bid reaches the protected price or above, the vehicle is sold to the highest bidder. If the bid is below the protected price, the seller has the option to reduce the reserve and accept the bid. At the time of sale, the Consignor will pay a 7% Commission Fee if the vehicle is sold.

Reserve \$: \_\_\_\_\_

Initial: \_\_\_\_\_

 No Reserve

The Consignor has no protected price and cannot bid nor buy a Vehicle that they own. The vehicle will be sold to the highest bidder. At the time of sale, the Consignor will pay a 5% Commission Fee if the vehicle is sold.

Initial: \_\_\_\_\_

**6. VEHICLE OWNERSHIP**

The Consignor represents and ensures to be the legally registered owner of the Vehicle and has the right to sell and consign it for sale. (The following does not apply in British Columbia). By initializing below, the Consignor agrees to provide an original signed title deed for the Vehicle that is consigned when entering into this Consignment Agreement.

Initial: \_\_\_\_\_

**7. BOND OF TRUST RECOGNITION**

The Consignor acknowledges that the Auction is required to withhold the trust sales income until the purchase is completed.

Initial: \_\_\_\_\_

**8. INSURANCE POLICY INFORMATION**

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Expiration Date (YY-MM-DD): \_\_\_\_\_

Agent Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**9. DISCLOSURE OF LIEN**

Are there any liens on the Vehicle?

 Yes No**THE CONSIGNOR MUST ABSOLVE ANY LIENS BEFORE THE VEHICLE CAN BE PLACED ON CONSIGNMENT.****10. DISCLOSURE OF THE CONSIGNOR**

The Consignor confirms and ensures to have declared all the material incidents that would affect a reasonable Buyer's decision to purchase the vehicle at the price that a reasonable Buyer would pay. The Consignor hereby confirms to not have distorted or omitted any material facts or incidents relating to this Vehicle and that the information provided below is the truth, to the best of the Consignor's knowledge and belief.

Disclosure of the Consignor:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 I have nothing to declare.

Initial: \_\_\_\_\_

**11. TERMS AND CONDITIONS**

**The INTERNATIONAL LEVIS AUTO SHOW acts only as an auctioneer. The INTERNATIONAL LEVIS AUTO SHOW has not inspected any Vehicles and it is the Buyers' sole responsibility to inspect the Vehicles before bidding on a Vehicle.**

Failure to comply with the Terms and Conditions listed below may result in the suspension of your privileges.

**1. Terminology** - Unless otherwise indicated in the text, the following terms are interpreted as follows:

**"Buyer"**: designates a person or trader who buys, makes an offer with the intention of buying or bidding on a Vehicle through the Auction.

**"Auction"**: designates the INTERNATIONAL LEVIS AUTO SHOW.

**"Label"**: designates a label affixed to a vehicle.

**"Seller"**: designates a person or merchant who offers a vehicle for sale through the Auction services.

**2. Access to the Sales Area or Site** - Anyone with access to the sales area or the site agrees to follow and comply with the safety guidelines and measures adopted and communicated by the Auction and accepts the risks inherent in the condition of the site and activities that take place there.

**3. Auctioning a Vehicle** - Any offer of sale made through the Auction is deemed legal and irrevocable.

**4. Auction Fees** - The Seller must pay a fee of one hundred dollars (CA\$100) plus taxes to the Auction in order to auction a Vehicle (if registration is completed before August 1st). Such fees increase to two hundred dollars (CA\$200) plus taxes if registration is completed after August 1st, payable to the Auction in order to auction a Vehicle. Auction fees are non-refundable.

## 11. TERMS AND CONDITIONS (FOLLOWING)

**5. Sale Fee** - For any sale of a Vehicle made through the Auction with a Reserve price, there is a commission fee of 7% of the sale price. For any vehicle sold through the Auction without a Reserve Price, the fee is 5% of the sale price. Commission Fee is payable by the seller at the Auction by certified check, bank drafts or cash. A minimum sales charge of CA\$250 is applicable.

**6. Obligations of Seller** – Each Seller is required to: (i) disclose all relevant facts regarding the history and condition of the Vehicle offered for sale; (ii) guarantee to be the person authorized to sell the Vehicle and that the Vehicle is free from any obligations, charges or loans of any nature whatsoever; (iii) assume all risks related to the Vehicle until it is sold; and (iv) honor the guarantees provided for by the Law, if applicable.

**7. Auction Process** - Everyone participating in the Auction will be deemed to have made an offer if they indicate, by spoken word, a sign of the hand or any other means, their intention to make an offer equal to or greater than the price advertised by the auctioneer. A bid cannot be withdrawn after having been accepted by the auctioneer and the Buyer who submits the highest bid to the auctioneer is required to complete the sale. By participating in the Auction you accept the risks inherent in such a sale and acknowledge being satisfied with the information provided about the Vehicle concerned, information that appears on the Label. The auctioneer reserves the right to withdraw or omit the sale of any property intended for sale or to delay or cancel a sale without notice. In addition, the auctioneer reserves the right to reject an offer if the auctioneer is in the opinion that it has not been placed in good faith.

**8. Payment** - Payment of any amount due hereunder must be made within twenty-four (24) hours of the sale by certified check, bank drafts or cash. Where applicable, all provincial, federal and other taxes are payable by the Buyer.

**9. Inspection** - The Buyer declares to have had the opportunity before the sale to: (i) inspect the vehicle in person or have it inspected by a professional of their choice located near the site; (ii) to carry out a test drive and; (iii) agrees that such inspection and test drive, if any, took place prior to the sale.

**10. Ownership Rights** - The ownership rights of a purchased Vehicle will only be transferred to the Buyer when full payment has been received for the Vehicle. Notwithstanding the foregoing, the Buyer assumes full responsibility for any loss relating to the Vehicle upon acceptance of the offer by the auctioneer.

**11. Taking Possession** - The Buyer must take possession of the Vehicle within twenty-four (24) hours of the Auction sale.

**12. Default of Payment** - If the sale price of the Vehicle and sales taxes are not paid by the Buyer within the required time, the Auction sale fees paid hereunder will be retained by the Auction as damages and/or penalties, the sale will be terminated automatically and the Vehicle will be returned to the Seller without notice or delay.

**13. Liability Waiver** - The Auction makes no representations and offers no express or implied warranties relative to the accuracy or completeness of the statements or information (description, equipment, warranty, title, meter reading, etc.) conveyed with regards to the Vehicles for sale through the Auction. In addition, the Auction cannot be held responsible for any visible or hidden defects relating to the said Vehicles or any loss, damage, claim or lawsuit of any kind whatsoever arising from the possession, transportation, use, storage or driving of Vehicles by the Auction or its agents.

**14. Indemnity** - The Seller and the Buyer agree to indemnify, defend and free the Auction of all liabilities and all damages, losses, expenses, demands, claims, lawsuits or judgments, including reasonable legal fees and expenses, which are in any way related to a breach of these Terms and Conditions by the Seller, the Buyer or any of their representatives.

**15. Security** - The Buyer hereby grants to the Auction a chattel mortgage on any vehicle purchased through the Auction in order to secure the payment of all costs, debts, liabilities and obligations incumbent upon it with regards to the Auction. In the event of a default on the part of the Buyer, the Auction will be entitled to exercise its rights and remedies as a secured creditor, regardless of whether such rights and remedies are granted by statute, common law, equity or otherwise.

**16. Warranties** - Any sale of a Vehicle made through the Auction is made without legal warranty and without the possibility of arbitration.

**17. Image Rights** - The seller and the buyer agree that the Auction activities may be televised (live or deferred) and broadcast to a national or international audience. By participating in the event, the seller, the buyer and their guests assign to the INTERNATIONAL LEVIS AUTO SHOW the rights to use the image, in all media, for an unlimited period.

## 12. CONSIGNOR ACCEPTANCE

This Agreement will authorize the INTERNATIONAL LEVIS AUTO SHOW to sell the Vehicle and will receive the proceeds of the sale as a legal fiduciary portion for all parties and not as an agent for one particular party.

**Acceptance of Terms and Conditions:** I have read all the Terms and Conditions of this Agreement. I also acknowledge that no verbal promise has been made to me by the Auction or its employees. I understand that the Terms and Conditions written in this Agreement make up the Agreement in full.

**I understand that I have the right to receive a copy of this Agreement immediately after it has been signed by the Auction and me.**

\_\_\_\_\_  
Consignor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Duly authorized by the Auction  
(printed name)

\_\_\_\_\_  
Auction Signature