



844.399.1050
16650 Interstate 27
Canyon, TX 79015

CONSIGNMENT APPLICATION

October 1, 2022

Choctaw Casino Event Center

Durant, OK

Return completed form to Freedom Car Auctions at:

16650 Interstate 27, Canyon, TX 79015

Email: info@FreedomCarAuctions.com

Fax to 806.655.3939 with:

1. Entry fee of \$350.00
2. Copy of Front and Back of Title
3. Photos of Vehicle in Proper Format
4. Documentation: If the vehicle has documentation establishing its history or provenance, include copies.
5. Copy of Driver's License (and Dealer License if Applicable)

Sales Rep:

Consignor Information:

Owner Name: _____ Dealership Name: (If Applicable) _____
MANDATORY: Provide current copy of Dealer and Resale Licenses)

Cell Phone: _____ Work/Home Phone: _____ Fax: _____

Email: _____


Address: _____ City: _____ County: _____ State: _____ Zip: _____

Entry Fee and Commission:

All consignments are subject to an entry fee of **\$350.00**. Please provide credit card information or attach payment in form of check or cash. Payment must be confirmed prior to position assignment. All positions will be announced a week prior to the auction.

Credit Card Number: _____ Expiration: _____ Code: _____ Billing Zip: _____

Name on Card: _____ Signature: _____

 ☐ I understand that selling my vehicle will be subject to the following commission rates of purchase price:
Reserve: 8% No Reserve: 6% All Sales are Subject to a Minimum Commission of \$500

Initial: _____

Requested Reserve Amount (If NO RESERVE Enter "NONE"): \$ _____ "NO RESERVE", Estimated Value: \$ _____

Lien Holder: _____ Amount of Lien: \$ _____

Photography Requirements:

We need quality photographs to effectively advertise your vehicle. Email 10 photos labeled with your vehicle's **inventory number** to info@FreedomCarAuctions.com or deliver via mail on a CD, DVD, or flash drive to Freedom Car Auctions. Review **Photo Guidelines** below for photography examples.

Office Use Only Customer Ref: _____ Auto Inventory Number: _____

Entry Fee: \$ _____ Check # _____ Credit Card Cash Received by _____

Notes: _____

- [illegible]

Consignment Agreement:

The following terms and conditions of this Consignment Application and Agreement (hereinafter, "Agreement") are agreed to by and between Seller/Owner, herein after referred to as "Seller" and Assiter and Associates, LLC, dba Freedom Car Auctions here in after referred to as "Assiter". The parties acknowledge adequate consideration for this Agreement is received by both parties.

1. Conduct of Sale; Exclusivity; Term. Assiter agrees to pay the costs of the auctioneers, the advertising, and the auction sale facility, clerks, cashiers, and necessary sale help. In consideration therefor, Seller gives Assiter the exclusive right to auction or otherwise market and sell the Vehicle, from the date of this aAgreement and continuing for thirty (30) calendar days after the auction date, and to pay Assiter the agreed Commission as stated herein.

2. Seller Warranties.

a. Marketable title. Seller warrants that Seller is the owner of the Vehicle and/or has the legal right to sell the Vehicle and has clear title or consent of the lien holder, if any, to sell the Vehicle. Seller has provided Assiter with all lienholder information, including name and amount, in advance of sale. Seller agrees to provide Buyer with good, clear, accurate in all respects, and merchantable title to the Vehicle and agrees to correct any title defects and/or pay the costs associated with providing Buyer with good, clear, and merchantable title to the Vehicle as required by the state where Buyer seeks to register the Vehicle.

b. Seller acknowledges that the information it has provided regarding the history, authenticity, and originality of the Vehicle history, (the "Vehicle Information") will be used by Assiter to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that Assiter is relying on Seller's representations in the Vehicle Information and Assiter has not independently verified same. Seller hereby agrees and consents to the publication of photographs of the Vehicle and Vehicle Information in any promotional materials for any current or future auction conducted or produced by Assiter and further agrees that any Vehicle photographs supplied by Seller shall remain the property of Assiter.

c. For any Vehicle that must be sold with "title in transit," a \$100 handling fee will be charged by Assiter. Upon sale of the Vehicle, Owner agrees that Assiter may reassign the Title and execute any other documents required to transfer ownership to buyer.

3. Seller agrees and consents to the sale of the Vehicle subject to the terms, conditions and commissions as stated herein including the terms of the Purchase Invoice and Bill of Sale, which are incorporated herein. Seller authorizes Assiter to release the Vehicle to the Buyer. Seller agrees to rely only upon the Buyer for payment, thereby releasing Assiter from any and all legal obligations for collection of any purchase price, attorney's fees and costs, or any other costs and/or expenses connected with sale of the Vehicle and the payment thereof by the Buyer.

If, as a convenience either to Buyer or Seller, Assiter may issue payment to the Seller on behalf of the Buyer, the payment to Seller can be withheld, withdrawn, cancelled, or revoked at any time at Assiter's discretion until proper, good, and acceptable funds are received by Assiter from the Buyer, and the Vehicle may be withheld from Buyer pending receipt by Assiter of such funds.

4. Buyers Payment for the Vehicle (purchase price) in addition to the buyer's premium and related fees of Buyer are to be immediately paid after the sale directly by the Buyer to Assiter. Sellers Payment of the Seller Commission and related Seller fees are immediately owing directly by Seller to Assiter. Assiter will pay the purchase price of the Vehicle less Seller Commission and related Seller fees to the Seller within thirty (30) days of the receipt by Assiter of full payment from the Buyer. Proceeds sufficient to satisfy any existing debt or obligation (whether or not related to the sale of the Vehicle contemplated by this Agreement) owed to Assiter by Seller may be withheld by Assiter at its sole discretion. **Seller acknowledges that Assiter is to receive both Buyer and Seller commission and related Buyer and Seller fees in connection with the sale of the Vehicle.**

5. Assiter, may at its sole discretion, acting as agent for the Seller, cancel or rescind the sale of the Vehicle if Assiter determines or has reason to believe that the offer for sale has or may subject Assiter, the Seller or both to any liability including, but not limited to, liabilities due to representations made by the Seller or due to insufficient title or authority. In the event of such cancellation, Assiter, as agent, shall have the sole right to refund or credit the full purchase price to the Buyer. In the event that the Seller has received all or part of the proceeds, the Seller agrees to refund such amounts to Assiter. Seller also agrees to accept the return of the Vehicle as full and complete settlement of any such liability or potential liability.

6. Seller agrees that Assiter shall have no liability for loss, theft, or damage of any type to the Vehicle, its contents, or components at any time and that Assiter is not a bailee of such Vehicle. Seller hereby represents that the Vehicle is currently insured and that Seller shall maintain its own adequate insurance on the Vehicle throughout the duration of this Agreement, and until the closing of the sale of the Vehicle to a buyer under the Purchase Invoice and Bill of Sale. Assiter provides no such insurance and is not an insurer of any vehicle or other article offered for sale.

7. Seller hereby grants permission for Assiter, its employees, representatives, or agents to drive or move the Vehicle before, during or after the sale of the Vehicle. Seller represents and warrants that the Vehicle is in a safe and operable condition to be driven by employees, representatives, or agents of Assiter.

8. The party executing this Agreement warrants that it has the authority to bind the Seller to its terms.

9. Seller represents that all of Seller's statements and claims with respect to the Vehicle are true and correct, and Seller has not withheld from disclosure any known or unknown material problems, flaws, or discrepancies with regard to the Vehicle. Seller shall provide Assiter written notice describing any title "branding" issues, including, but not limited to, the salvage, previously salvaged, or rebuilt condition of the Vehicle. In addition, Seller shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein. Seller agrees that Seller or any agent or employee or independent contractor hired by Seller has not tampered with the odometer on the Vehicle.

10. Property Room. Seller acknowledges that Assiter shall not be responsible for safekeeping or delivery of any items or items of provenance including, but not limited to, books, records, build sheets, window stickers, awards, trophies, Protect-o-Plates (collectively, "Provenance"). Seller is solely responsible for safekeeping such materials during the auction and delivery of same to any Buyer.

11. In addition to the Entry Fee described above in the Consignment Application, Seller agrees to pay Assiter the commission set forth above in the Entry Fee and Commission section based on the individual receipts from all sales of the Vehicle (purchase price) made during the period of this contract or any extension thereof whether such sales are made at public auction, by private sale or in any other manner.



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Seller shall be obligated to pay Assiter the Commission provided:

- (a) Assiter procures a buyer that is ready, willing, and able to purchase the Vehicle under a "No Reserve" auction or for the agreed upon "Reserve Price" or other mutually agreed upon minimum price under a "Reserve" auction. or
 - (b) Seller withdraws the Vehicle from the current auction or intentionally causes the Vehicle to be unmarketable before the current auction. or
 - (c) Seller transfers or enters into any agreement for the transfer of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person from the date of this Agreement and continuing for thirty (30) calendar days after the auction date, whether or not dealt with by Assiter. or
 - (d) Assiter enters into an agreement to sell the Vehicle outside the Auction to a buyer on terms and conditions that are agreeable to the Seller.
- The sale price for the calculation of the Commission shall be the greater of the reserve price or the actual purchase price for the transfer of ownership as described above.

12. If the Vehicle is to be sold with reserve, the auctioneer may bid on the Seller's behalf in an amount not to exceed the reserve price. The reserve price may not be increased at any time. If Seller offers to lower the reserve price and Assiter shall sell the Vehicle at the lowered price, the original, normal reserve commission rate/formula will still apply. If Seller and Assiter agree that the Vehicle is to be sold at a "net price" to the Seller, the commission rate/formula shall not apply and Assiter shall be paid the amount, if any, in excess of the agreed upon "net price" to be paid to the Seller.

13. Assiter does not allow Seller "buy-backs" on "No Reserve" auctions and, in the event, this occurs, the Seller shall be obligated to pay Assiter a sixteen percent (16%) commission on the final bid price for the Vehicle which shall be payable in cash or certified funds to Assiter by Seller before the Vehicle is released to Seller.

14. Seller acknowledges and accepts that Assiter cannot accurately predict sale time and/or sale prices and any predictions by Assiter with respect to the foregoing shall be considered estimates only and shall not be binding. Furthermore, Assiter makes no representations or warranties as to the ability of any buyer to perform, and the parties expressly agree that Assiter shall not be liable to Seller in the event of a default by any buyer.

15. If Seller shall commence a legal action or proceeding against Assiter, but does not prevail in such action or proceeding, Seller shall reimburse Assiter for all its reasonable legal fees and expenses connected with such action or proceeding. If Assiter shall commence a legal action or proceeding against Seller, and Assiter prevails in such action or proceeding, Seller shall reimburse Assiter for all its reasonable legal fees and expenses connected with such action or proceeding. This Consignment Information and Selling Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof. Seller agrees to the venue and jurisdiction, if in state court, in the courts of Randall County, State of Texas, and if in federal court, in the U.S. Northern District of Texas for any and all disputes or legal actions arising out of or in connection with any matter contained herein.

16. Notwithstanding anything to the contrary herein, Assiter's total liability arising from and under this Consignment Agreement for any claims of any nature, whether based in contract, tort, (including negligence), indemnity, contribution, strict liability or otherwise, will not exceed the purchase price for the Vehicle as reflected in the Invoice and Bill of Sale. Seller agrees and waives all claims for consequential damages beyond the damages set forth above.

17. This Consignment Agreement together with the Consignment Application, Clerk Ticket, Photography Guidelines and Invoice and Bill of Sale, Odometer Statement, and written notices posted by Assiter at the auction site are incorporated herein and comprise the entire Agreement of the parties and shall be binding on them and their respective heirs, personal representatives and assigns. This instrument shall not be modified except in writing, signed by an officer of Assiter in the auction office or at the auction block. The above instruments constitute an Agreement between the Buyer, Seller and Assiter and shall be interpreted in accordance with the laws of the State of Texas.

18. In the proper context, the term "Vehicle" as used herein is defined to mean any motorized or non-motorized vehicle, article, item, object, personality, memorabilia, automobilia or other item, thing or things sold pursuant to this Consignment Agreement.

19. If the Vehicle as defined herein, items do not sell for any reason whatsoever, no matter whose fault, Seller shall immediately retrieve said items from the place of sale unless agreed otherwise by Seller and Assiter. Seller shall also have the right to sell these items in another Assiter auction (with Seller to pay an entry fee for such other auction if the reason the Vehicle did not sell was not due to any fault of Assiter). Seller must give Assiter a five (5) day notice before sending the Vehicle to another Assiter auction for sale and agree to sell the items under the same terms and conditions as advertised and stated for such auction. Seller agrees that Assiter has no liability for loss or damage to the Vehicle or other items left with Assiter at any place of auction, and it shall be the Seller's obligation to remove said items at Seller's sole cost and expense.

20. Appearance Release. By consigning the Vehicle to Assiter, Seller acknowledges he has provided Assiter permission to use his likeness for television, Internet, video screens, still photography and/or any other visual/audio recording or performance. Seller hereby waives all residual rights or claims that may arise from use of his likeness for any purpose of any future date.

21. License. Assiter is licensed in the State of Texas, regulated by the Department of Licensing and Regulation, and is covered by a Recovery Fund administered by the Department. If you have unresolved complaints notify: TDLR P.O. Box 12157, Austin, Texas 78711; (512) 463-5522. License Number T. Assiter 6104

22. INDEMNIFICATION. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ASSITER, ITS AGENTS EMPLOYEES AND ASSIGNS FOR AND AGAINST ANY DAMAGES ARISING FROM ANY INCORRECT OR MISLEADING STATEMENTS OR ANY KNOWN OR UNKNOWN MATERIAL PROBLEMS, FLAWS OR DISCREPANCIES WITH REGARD TO THE VEHICLE. SELLER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ASSITER, ITS AGENTS, OWNERS, DIRECTORS, SHAREHOLDERS, REPRESENTATIVES, PARENT OR AFFILIATED COMPANIES, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY LOSS AND DAMAGE ARISING OUT OF THIS TRANSACTION.

Signature: _____ Printed Name: _____ Date: _____

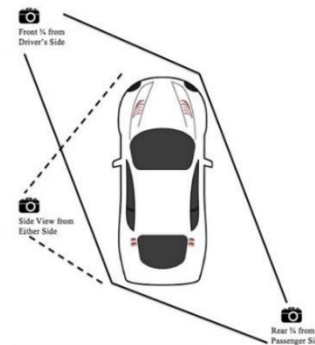
Accepted: Freedom Car Auctions

Signature: _____ Printed Name: _____ Date: _____

Photography Guidelines:

PHOTOGRAPHY GUIDELINES:

1. Front ¾ Driver Side
2. Front ¾ Passenger Side
3. Rear ¾ Driver Side
4. Rear ¾ Passenger Side
5. Driver Side View
6. Passenger Side View
7. Interior
8. Engine
9. Odometer
10. VIN
11. Picture Any Damage



Front ¾ Driver Side



Front ¾ Passenger Side



Rear ¾ Driver Side



Rear ¾ Passenger Side



Driver Side View



Passenger Side View



Interior



Engine



Odometer



VIN

PHOTO SUGGESTIONS:

- Place light source behind you and the camera. If the light source is in front of the camera, it will cause unwanted shadows.
- Take photos in landscape format rather than portrait.
- Take photos outdoors with a simple and attractive background free of other cars or people.
- Do not crop photos and allow plenty of space around the vehicle to ensure best website display.

Photos you provide of your vehicle will be used for listing on assiter.com and as promotional publications for the auction. Quality images maximize your vehicle's selling potential and marketability.