



844.399.1050
16650 Interstate 27
Canyon, TX 79015

AUTOMOBILIA CONSIGNMENT APPLICATION

EVENT: ☐ **Choctaw Casino Event Center, 4216 US-69, Durant, OK 74701**
 ☐ **Amarillo Tri-State Fairgrounds, 3301 SE 10th Ave, Amarillo, TX 79104**

Return completed form to Freedom Car Auctions at:

16650 Interstate 27, Canyon, TX 79015 Email: info@FreedomCarAuctions.com Fax to 806.655.3939 with:

PLEASE INCLUDE: Photos and description of item(s), along with measurements

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: _____

Commission:

Automobilia/memorabilia is not subject to an entry fee, however must be sold **without reserve**. All automobilia/memorabilia consignments are subject to 15% commission.

➤ ☐ I understand that I must sell my automobilia/memorabilia without reserve, and am subject to a 15% commission rates of the hammer price.

Initial

Estimated Value: \$ _____

Photography Requirements:

We need quality photographs to effectively advertise your item. Email a minimum of 5 photos labeled with your name and item description 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.

Item Description/Measurements:

Include age/quality of restoration, special features, measurements, material item is made of, and any other additional comments:

- _____
- _____
- _____
- _____
- _____
- _____

Consignment Agreement:

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

1. Conduct of Sale; Exclusivity; Term. Freedom 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 Freedom the exclusive right to auction or otherwise market and sell the automobilia/memorabilia item (hereinafter, "Item").

2. Seller Warranties.

a. Marketable title. Seller warrants that Seller is the owner of the item and/or has the legal right to sell the Item.

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

3. Terms of Sale. Seller agrees and consents to the sale of the Item 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 Freedom to release the Item to the Buyer. Seller agrees to rely only upon the Buyer for payment, thereby releasing Freedom 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 Item and the payment thereof by the Buyer. If, as a convenience either to Buyer or Seller, Freedom 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 Freedom's discretion until proper, good, and acceptable funds are received by Freedom from the Buyer, and the Item may be withheld from Buyer pending receipt by Freedom of such funds.

4. Buyers Payment for the Item (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 Freedom. Seller's Payment of the Seller Commission and related Seller fees are immediately owing directly by Seller to Freedom. Freedom will pay the purchase price of the Item less Seller Commission and related Seller Fees to the Seller within thirty (30) days of the receipt by Freedom of full payment from the Buyer. **Seller acknowledges that Freedom is to receive both Buyer and Seller commission and any related Buyer and Seller fees in connection with the sale of the Item.**

5. Freedom, may at its sole discretion, acting as agent for the Seller, cancel or rescind sale of the Item if Freedom determines or has reason to believe that the offer for sale has or may subject Freedom, 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, Freedom, 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 Freedom. Seller also agrees to accept the return of the Item as full and complete settlement of any such liability or potential liability.

6. Seller agrees that Freedom shall have no liability for loss, theft, or damage of any type to the Item. Freedom provides no such insurance and is not an insurer of any Item or other article offered for sale.

7. Seller hereby grants permission for Freedom, its employees, representatives, or agents to move the Item before, during or after the sale.

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 Item are true and correct, and has not withheld from disclosure any known or unknown material problems, flaws, or discrepancies.

10. Property Room. Seller acknowledges that Freedom shall not be responsible for safekeeping or delivery of any items or items of provenance relating to the Item. Seller is solely responsible for safekeeping such materials during the auction and delivery of same to any Buyer.

11. Seller agrees to pay Freedom the commission set forth above in the Entry Fee and Commission section based on the individual receipts from all sales (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. Seller shall be obligated to pay Freedom the Commission provided:

(a) Freedom procures a buyer that is ready, willing, and able to purchase the Item 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 Item from the current auction or intentionally causes the Item to be unmarketable before the current auction, or (c) Seller transfers or enters into any agreement for the transfer of the Item 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 Freedom, or (d) Freedom enters into an agreement to sell the Item 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 Item 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.

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

14. Seller acknowledges and accepts that Freedom cannot accurately predict sale time and/or sale prices and any predictions by Freedom with respect to the foregoing shall be considered estimates only and shall not be binding. Furthermore, Freedom makes no representations or warranties as to the ability of any buyer to perform, and the parties expressly agree that Freedom 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 Freedom, but does not prevail in such action or proceeding, Seller shall reimburse Freedom for all its reasonable legal fees and expenses connected with such action or proceeding. If Freedom shall commence a legal action or



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proceeding against Seller, and Freedom prevails in such action or proceeding, Seller shall reimburse Freedom for all its reasonable legal fees and expenses connected with such action or proceeding. This 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 Potter 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, Freedom's total liability arising from and under this 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 Item as reflected in the Invoice and Bill of Sale. Seller agrees and waive all claims for consequential damages beyond the damages set forth above.

17. This Agreement together with the Consignment Application, Clerk Ticket, Photography Guidelines and Invoice and Bill of Sale, Odometer Statement, and written notices posted by Freedom 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 Freedom in the auction office or at the auction block. The above instruments constitute an Agreement between the Buyer, Seller and Freedom and shall be interpreted in accordance with the laws of the State of Texas.

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

19. If the Item, 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 Freedom. Seller shall also have the right to sell these items in another Freedom auction (with Seller to pay an entry fee for such other auction if the reason the Item did not sell was not due to any fault of Freedom). Seller must give Freedom a five (5) day notice before sending the Item to another Freedom 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 Freedom has no liability for loss or damage to the Item or Items left with Freedom 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 Item to Freedom, Seller acknowledges he has provided Freedom 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. Freedom 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. Freedom 6104. Freedom is also licensed in the State of Oklahoma, License no. UD-8466-23.

22. INDEMNIFICATION. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS FREEDOM, ITS PARENT COMPANY, 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 ITEM. SELLER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FREEDOM, 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: _____

Freedom Car Auctions Sales Representative

Printed Name: _____

Accepted: Freedom Car Auctions

Signature: _____ Printed Name: _____ Date: _____