

SELLER'S COMMISSION

| Vehicle Selling Price | Option-(Reserve) Commission* | Absolute - (No Reserve) Commission |
|-----------------------|------------------------------|------------------------------------|
| Up to \$5,499 | \$400 | \$300 |
| \$5,500 - \$9,999 | \$800 | \$600 |
| \$10,000 and up | 8% | 6% |

* Commission only applies if the seller accepts last bid.

I understand and agree to the seller's commission due upon accepting the high bid amount and agree the commission will be deducted from the settlement payment. INITIAL: _____

Completing your entry:

To enter your car, sign and return this Seller Listing Contract, the completed Vehicle Information Sheet (this is the information the auctioneer will read at the sale), 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: info@occollectorcars.com. Please include your lot # and auction name and date.

Entry Rules:

- Sale position will not be confirmed until entry fee is paid. Unpaid entries will be eligible for reassignment without notice at the discretion of Auction Company.
- Choice of sale position is based on a first come, first served basis as entries are reserved. However, Express Auction Auction reserves the right to alter the placement of sale vehicles at our discretion. If an auction entry is cancelled within 5 days of the original entry, the entry fee will be refunded minus a \$25.00 handling fee. **After 5 days, no refunds or credits will be issued for canceled entries.**
- Auction Company will service the needs of all customers to the best of our ability. However, customers who do not announce the car they are entering into the sale will not be eligible for those positions deemed "prime positions" in the sale.
- Customers with "prime position" numbers are not eligible to change cars once the car is declared. If the announced car is not brought to the auction, you are subject to the loss of the "prime position" in the sale.
- Once a car is announced and the paperwork is submitted, there will be a \$100 service fee if you change cars (if changeable position).
- The vehicle's title must be in the possession of the auction company at sale time. The exceptions to this is a title held by a lending institution having a lien.
- Vehicles with liens must be pre-approved by the auction office and must in all cases be accompanied by a letter from the lien holder stating the lien release conditions and payoff amount. A \$100 lien processing fee will be assessed.
- A copy of your title, front & back, is required in advance of the auction.
- Titles must be negotiable. Dealers must have space on the title to reassign the title. 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.
- 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. Entry fees will not be refunded on cars rejected on sale day. Please check your serial number prior to coming to the sale, especially Model A's and Street Rods, to avoid complications. Our staff can assist you on titles with typographical errors.
- Auction Company is not responsible for lost, stolen or damaged properties.
- Auction Company is not responsible for any and all liabilities.
- Auction Company will supply an area for cars that do not reach agreeable selling prices so as to endeavor to secure a proper buyer for the seller/consignor.
- Auction Company pays the seller when payment is received and confirmed from the buyer.
- Should either buyer or seller default on any part of the transaction, Auction Company shall remain entitled to any and all fees and commissions.
- Auction Company is entitled to its commission on any vehicle sold up to 30 days after said event.
- Auction Company shall be entitled to Attorney's fees incurred in the enforcement of this contract.
- This agreement shall be governed by and interpreted under the laws of the State of Maryland. By signing this document, both parties agree that any action that must be taken to enforce the terms of this agreement shall be brought in the Circuit Court of Baltimore City, Maryland.

Payment Information:

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

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 Auction Company 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.