



**AUCTION LISTING AND SELLING CONTRACT AGREEMENT**  
**2023 Toronto Spring ONLINE Classic Car Auction**  
**June 22, 2023**

P: 416.923.7500 / F 905.248.3353  
[www.ccpauctions.com](http://www.ccpauctions.com)

Lot #
Date Received:
Sale: TS23

Company Name: \_\_\_\_\_ Personal Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Email: \_\_\_\_\_  
 Work # \_\_\_\_\_ Home # : \_\_\_\_\_ Fax#: \_\_\_\_\_ Cell #: \_\_\_\_\_

**If this vehicle is registered in a Dealer Name please fill in ALL blanks:**

Dealer #: \_\_\_\_\_ HST #: \_\_\_\_\_  
 Sales Person's Name: \_\_\_\_\_ Sales Person's #: \_\_\_\_\_

**VEHICLE INFORMATION: Original ownership must be submitted in advance with auction entry, and must be registered to seller. Vehicle mileage must be recorded in space provided. Please describe your vehicle fairly and accurately, as this information will be used in advertising and Online to describe your car. Avoid potential problems by fair representations and be honest.**

If vehicle is located at an address other than the one listed above, please provide location address for buyer to take delivery. Your car remains in your possession for the duration of the auction. Once the buyer has paid for the car in full, CCP will forward your contact info to the buyer, who will make arrangements with you to pick up.

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Contact #: \_\_\_\_\_

	Poor	Fair	Good	Exc.
Year: _____ Make: _____ Model: _____				
Body Style: <input type="radio"/> Hard Top <input type="radio"/> Convertible <input type="radio"/> Pickup <input type="radio"/> 2 Door <input type="radio"/> 4 Door				
Serial #: _____				
Serial # Location: _____				
Engine Disp.: _____ # Cylinders: _____ Horsepower: _____ Trans: _____				
Exterior Colour: _____ Interior Colour: _____				
Mileage: <input type="checkbox"/> KM <input type="checkbox"/> MILES Odometer Reading: _____				
	Engine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transmission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Body	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Brakes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chrome	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chassis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Glass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please add any additional information to help us sell, such as restoration details, significant vehicle history, etc.*

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

ENTRY FEE	RESERVE
<b>AUCTION ENTRY FEES (PLEASE CHOOSE ONE)</b>  <input type="checkbox"/> No Reserve \$200 + \$26.00 HST = \$226.00 <input type="checkbox"/> Regular Entry \$350 + \$45.50 HST = \$395.50 <input type="checkbox"/> Photography Fee \$ 50 + \$ 6.50 HST = \$ 56.50 (Photography Fee refunded if vehicle sells) <b>** Vehicle Searches (see below) \$ 75 + \$ 9.75 HST = \$ 84.75</b>	<input type="checkbox"/> <b>CHOOSE ONE</b> <input type="checkbox"/> <b>Reserve Price</b> <b>No Reserve Absolute Sale</b> Automobile will be accepted with a reserve placed on it provided that it is considered fair and reasonable by the Consignee. The reserve, if any, must be stated on this contract. No reserve can be raised once the automobile is accepted, but it may be lowered prior to the time of the sale.  <b>RESERVE PRICE</b> \$ _____ (If No Reserve - Write None)
<b>In accordance with Ontario Motor Vehicle laws, a fee of \$75 plus \$9.75 HST (\$84.75 Total) will be added to each entry fee to cover costs of the required Lien, Vehicle History and Auto Check Searches.</b>	

I acknowledge that I have read and understand the Seller's Terms and Conditions, which are part of this contract.

HST # 852 950 864 RT0001  
 ALL PRE-REGISTRATION MUST BE ACCOMPANIED BY  
 PAYMENT TO: **COLLECTOR CAR PRODUCTIONS, INC.**  
 Box 1120, 186 Talbot St. W. Blenheim, ON NOP 1A0  
 T: 416.923.7500 / F: 905.248.3353

X \_\_\_\_\_  Cheque # \_\_\_\_\_  Credit Card

<b>REMINDER : SEND ORIGINAL OWNERSHIP          ALONG WITH ENTRY FORM</b>	_____ / _____ Credit Card # Expiration Date
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## SELLER'S TERMS AND CONDITIONS

These terms and conditions define the agreement between the Consignor and Consignee regarding the consignment of the vehicle listed (hereinafter referred to as the "vehicle") to the auction sale described on this form (hereinafter referred to as the "sale"). Consignee agrees to provide auction services, clerks and support staff and event advertising and promotion.

THE CONSIGNOR AGREES AS FOLLOWS:

### 1. COMMISSIONS

VEHICLES: With Reserve: Commissions payable will be 10%.  
No Reserve: commissions payable will be 8%.

MEMORABILIA: All at NO RESERVE, Commission will be 18%

### 2. EXCLUSIVITY

Upon submission of this Consignment Agreement, consignor agrees to remove said vehicle from any advertising or websites advertising the vehicle for sale, and that the vehicle will not be sold prior to the auction.

Consignor agrees to grant the Consignee exclusive right and authority to advertise and sell the vehicle to the Consignee for a period beginning with the date of this agreement and ending thirty (30) days following the sale. If during this period the vehicle should be sold or exchanged for money or other goods, or an introduction should be made which results in the subsequent sale or exchange of the vehicle to any third party, Consignor agrees to make immediate payment to the Consignee of the sales commissions described in the paragraph above, plus 10% Buyers Premium. The Consignee may retain possession of the vehicle or title until payment is made in addition to any other legal remedies which may be available.

### 3. ILLUSTRATION

Consignor agrees that images of the vehicle can be used in advertising and promoting the sale of the vehicle.

### 4. TITLE

Consignor warrants that he/she is the sole and only owner of the vehicle and that he/she has full right and authority to sell the vehicle including clear title and consent from any lienholders. Consignor agrees to provide the buyer with good, clear and transferable title to the vehicle and to correct at Consignor's expense any title defects and to pay any expenses associated with providing the buyer with good, clear, and transferable title according to the requirements of the Province or where the buyer seeks to register the vehicle. Seller hereby grants authority for CCP / Collector Car Productions, Inc to sign ownership documents for purposes of licence office transfer.

#### **ORIGINAL TITLE MUST BE ON FILE PRIOR TO AUCTION.**

It is the Seller's responsibility to verify that the VIN number on the vehicle matches the VIN number on the ownership.

Vehicles on the Online Auction site with no VIN will not be auctioned and NO refunds will be issued for entry fees. Seller MUST provide a photograph of the VIN number AND odometer reading to Consignee upon submission of consignment agreement.

### 5. PAYMENT

Consignor will authorize release of the vehicle to the buyer, and CCP will receive the payment from the buyer to remit to the seller.

Consignor specifically releases the Consignee from any and all legal obligation for collection costs, attorney or legal fees, or any other expenses associated with the sale of the vehicle and the collection of payment. If, as a convenience to the Consignor, the Consignee should issue payment to the Consignor on behalf of the buyer, the payment can be revoked, cancelled, or withheld at any time at the Consignee's sole discretion until payment has been received from the buyer. All or a portion of the sale proceeds may be withheld by the Consignee to satisfy any debt or obligation owed by the Consignor to the Consignee with respect to this or any other agreement.

### 6. SETTLEMENT OF ACCOUNT

Provided that the Consignor has received payment in full from the buyer, the Consignee will, within twenty-one (21) business days of receipt of payment from the buyer, pay to the Consignor the net proceeds after deduction of applicable sales commissions and any other amounts owing to the Consignee by the Consignor.

### 7. NON-PAYMENT BY BUYER

In the event of non-payment by the buyer, the Consignee in its sole discretion may cancel the sale and return the vehicle to the Consignor, enforce payment by the buyer, or take any other actions permitted by law. The Consignor agrees that in such an event the Consignee shall not under any circumstances be liable for any incidental or consequential damages caused by any breach or failure on the part of the buyer.

Consignor acknowledges that it is impossible to predict accurately the selling price or the time of sale for the vehicle, and accordingly, no such representations are made by the Consignee.

### 8. VEHICLE DESCRIPTION

Consignor agrees that he/she shall accept sole responsibility and liability for any representations made by the Consignee based upon information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the vehicle, and to save and hold the Consignee harmless from any claims which may be made with respect to any such representations.

The Consignor is required to review and approve the written descriptions within two days of receiving description from Consignee.

### 9. CANCELLATION OF AUCTION

Cancellation of Online Auction: Consignee will not be liable to the Consignor for any damages or losses due to cancellation if CCP determines the following events have/may have a reasonable probability of happening:

Any natural disaster that would prevent CCP from holding an Online auction, despite reasonable efforts.

Any terrorist event, war, pandemic, or recommendation from the government (federal, provincial, or local) and/or accredited health organizations (including WHO) that restricts CCP from holding the auction, despite reasonable efforts.

### 10. CANCELLATION OF VEHICLE/MEMORABILIA SALE

The Consignee may, at its sole discretion, cancel or rescind the sale of the vehicle if it determines or has reason to believe that the offer for sale has or may subject the Consignee, the Consignor, 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, the Consignee shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Consignor has received all or part of the proceeds, the Consignor agrees to repay such amounts. The Consignor also agrees to accept return of the vehicle as full and complete settlement of this consignment agreement.

### 11. CANCELLATION OF CONSIGNMENT

No Entry Fees will be refunded for cancellation within thirty (30) days prior to the sale. This agreement may be cancelled thirty (30) days or more before the sale with a \$50.00 administration fee payable.

### 12. RESERVE

The reserve price may not be increased at any time. Consignor shall have the right to reduce the reserve price at any time prior to the sale of the vehicle. When a vehicle is sold with reserve, the auctioneer may bid on the Consignor's behalf up to the reserve price. If the Consignor offers to sell the vehicle for an amount less than the reserve price and the Consignee agrees to sell the vehicle for such amount, the normal commission rate for vehicles consigned with reserve shall apply.

13. If the Consignor sues the Consignee for any reason and does not prevail, the Consignor agrees to pay all the Consignee's legal fees and expenses associated with said suit.

14. Title may be held by the Consignee at its sole discretion until such time as payment in full has been received, including clearing of funds, if applicable and all Termination Statements have been received regarding any lien payoffs.

15. Consignor agrees to release car to buyer upon instruction from the Auction Company that payment has been received by CCP Auctions.

This document contains the entire agreement between the parties and shall be binding upon them and their respective heirs, personal representatives, and assigns. It shall not be modified unless agreed to by all parties and must be in writing. This agreement shall be interpreted according to the laws of the Province of Ontario in which the auction is held.

NOTE: ALL FRAME DAMAGE (BENT OR RUSTY), SALVAGE CARS OR WRITE-OFFS MUST BE DECLARED.