

## Seller's Terms & Conditions

These terms and conditions define the agreement between the Consignor and Franklin Auction Co. Ltd (Referred to as the "Auction" or "we" or "us" in the balance of the document) regarding the consignment of the vehicle(s) listed in the Vehicle Information Sheets (hereinafter referred to as the "vehicle(s)"). Auction agrees to provide auction services, sale facility, clerks and support staff, and event advertising and promotion.

**The Consignor agrees as follows:** For the duration of this contract, Franklin Auction Co Ltd will be the sole representative for the consigned vehicle. The Consignor will not be permitted around their vehicle OR permitted to discuss their vehicle with anyone for the duration of the contract.

**Commissions:** All consignments are subject to an entry fee upon acceptance by Franklin Auction Co. Ltd.

**With Reserve:** Commissions payable will be 8%. A minimum commission of \$500.00 (CAD) will be charged on each vehicle.

**No Reserve:** Commissions payable will be 5%. A minimum commission of \$300.00 (CAD) will be charged on each vehicle.

**Reserve:** The reserve price may not be increased at any time. Consignor may reduce the reserve price at any time prior to the sale of the vehicle(s). The consignor agrees that neither they, nor any representative or agent of the consignor, will bid at the sale on their consigned property except for the Auction as your authorized representative. All bids to protect your reserve, if any, will be made by our representatives as your agent. If the Consignor offers to sell the vehicle for an amount less than the reserve price and the Auction agrees to sell the vehicle for such amount, the normal commission rate for the vehicle consigned with reserve shall apply.

**Representations:** The Consignor acknowledges that we make no guarantee, representation or agreement with respect to the selling price of any consigned property. No appraisal, estimate or other statement by us or our representatives with respect to selling price of consigned property is given or may be relied upon by you as a guarantee, representation or agreement of selling price.

**Insurance:** The vehicle(s) will be insured at the Consignor's expense, until such time that the buyer or their transport company has taken possession of the vehicle, in an amount equal to the greater of the reserve, if any, and the fair market value of each vehicle.

**Liability:** Consignor acknowledges that the Auction assumes no liability for any loss, theft, or damage of any kind to the vehicle(s), its contents, or components. The Auction maintains no insurance of any kind with respect to vehicles or items consigned to it for sale. Consignor agrees to hold the Auction, its employees, and agents harmless from any claims for injury or property loss or damage arising out of the consignment or sale of the vehicle(s).

**Vehicle Registration\Title:** Consignor warrants that they are the sole and only owner of the vehicle(s) and that they have full right and authority to sell the vehicle(s) including clear title and consent from any lien holders. Consignor agrees to provide the buyer with good, clear and transferable title to the vehicle(s), 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(s).

**Seller's Initials:** \_\_\_\_\_

**Vehicle Description:** Consignor agrees that they shall accept sole responsibility and liability for any representations made by the Auction based upon information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the vehicle(s), and to save and hold the Auction harmless from any claims which may be made with respect to any such representations. The Consignor acknowledges that we reserve the right to withdraw any property at any time before the actual sale, at our sole discretion, if there is any doubt as to the attribution or authenticity of the consigned property, or in the event that your representations to us concerning the property are inaccurate in any respect. In the event of such cancellation, we 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(s) as full and complete settlement of this consignment agreement.

**VIN & Odometer Statement:** Consignor agrees to provide vehicle(s)'s VIN, and odometer or hour gauge reading on or before the first day of the sale, and to accept sole responsibility for the accuracy or inaccuracy of such statement.

**Delivery of Vehicle to Auction Site:** For in person viewing events, consignments must be delivered on a check-in date and time determined for each event. Vehicles should have a working battery and contain no more than 1/4 tank of fuel. If the vehicle is leaking any fluid, a drip pan must be provided with the vehicle. Expenses from the clean-up of leaking fluids and boosting batteries may be deducted from your net proceeds.

**Photo/Video Release:** The Auction, and any parties authorized by the Auction, may use or take photographs and video of the vehicle(s) and auction attendees for use now and in the future for any type of promotional purposes including advertising, display, audiovisual, exhibition or editorial use.

**Drivers:** For in person viewing events, Consignor acknowledges and grants permission for the Auction, its employees and agents to drive or move the vehicle(s) from time to time before, during or after the sale. Consignor acknowledges that it is his/her responsibility to maintain sufficient insurance coverage to permit such driving, and the Consignor specifically agrees to save the Auction from any liability which may result from such driving or movement of the vehicle(s). The Consignor will not be permitted around their vehicle OR permitted to discuss their vehicle with anyone for the duration of the contract.

**Cancellation of Auction:** We are not responsible for postponement of sale for reasons beyond our control. In case of a necessary postponement, a new date will be determined by us.

**Cancellation of Sale by the Consignor:** No entry fees will be refunded for cancellation within thirty (30) days prior to the Event Date. This agreement may be canceled more than thirty (30) days before the Event Date with a \$50.00 (CAD) administration fee payable. 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 Alberta or the province in which the auction is held.

**Exclusivity:** Consignor agrees to grant the Auction exclusive right and authority to advertise and sell the vehicle(s) from the time this contract is signed until the end of the Auction Event. If anytime during that period, your vehicle(s) is/are sold or exchanged, you agree to pay Franklin Auction Co Ltd the sales commissions stated in this contract. In the case of an exchange, commissions will be based on fair market value of the vehicle(s).

**Seller's Initials:** \_\_\_\_\_

**Settlement of Account:** Provided that we have received "Payment in Full" from the buyer, the Auction will, within 12 business days (if sold within Canada) or 25 business days (if sold outside of Canada) of the AuctionEvent, pay to the Consignor the net proceeds after deduction of applicable sale commissions and any other amounts owing to the Auction by the Consignor. Settlement and payment as provided in this paragraph will not constitute a waiver of your obligation hereunder.

**Non-Payment by Buyer:** We assume no responsibility for and are under no obligation to owe or otherwise enforce payment by any purchaser for property sold. In the event of non-payment by the purchaser, we, in our sole discretion, may either: (a) Enforce in our or your name any or all of your and our rights against the purchaser; (b) Cancel the sale, recover and resell the property for our account at auction or privately; (c) Cancel the sale and return the property to the consignor without any obligations.

**Contract Duration:** This contract is valid from the time Franklin Auction Co Ltd accepts the consigned vehicle(s). The contract terminates, for unsold vehicles, at the end of the Auction Event, or for sold vehicles, upon the buyer or their transport company taking possession of sold vehicle(s).

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

Name:

Driver's License Number:

Cell Number:

Driver's License Prov/State:

Street Address:

City:

Prov/State:

Postal Code:

Country:

Email Address:

*I acknowledge that I have read, understand and agree to the terms contained above.*

\_\_\_\_\_  
Seller Name

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Franklin Auction Representative

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

\_\_\_\_\_  
Date

Franklin Auction Co. Ltd

Larry: 780-990-6516

[www.franklinauction.ca](http://www.franklinauction.ca)

## Vehicle Registration

### Vehicle Registration; \$179.00:

- Listing on [www.franklinauction.ca](http://www.franklinauction.ca) with up to 25 pictures
- Listing on Proxibid\Franklin Auction Timed Auction

### Local Advertising Package; \$79.00:

- Post on Facebook, Instagram and Kijiji

### International Advertising Package; \$150/Week:

- Vehicle promoted in Proxibid Classic Car weekly email campaign

### Deluxe International Advertising Package; \$450/Week:

- Feature ad on Proxibid website

### Professional Pictures & Narrated Video; \$159.00:

- Our Vehicle Expert will showcase your vehicle with a 2-3 minute narrated video, a series of quality pictures highlighting all aspects of the vehicle and assistance with a detailed write-up giving buyer's the confidence to place higher bids.
- Additional Mileage costs will apply for vehicles outside of the Edmonton area.

### Vehicle History Report & Lien Search; \$75.00:

## Invoice Summary

Vehicle Registration; \$179/vehicle		
Local Advertising Package; \$79.00/vehicle		
International Advertising Package; \$150/week/vehicle		
Deluxe International Advertising Package; \$450/week/vehicle		
Professional Pictures & Narrated Video; \$159/vehicle		
Vehicle History Report & Lien Search; \$75/vehicle		
	Subtotal:	
	GST:	
	TOTAL:	

An email invoice will be sent to you after completion of this document.

***\*Registrations must be received 48 hours before commencement of Auction event  
to be included in the Bidder's Catalog\****

## Photography Guide

The images and video you provide will be used on franklinauction.ca and other online sites to advertise and promote your vehicle to classic car enthusiasts. Quality photos of your classic vehicle will increase interest in your vehicle and your ability to obtain top value for your consignment.

### How to Take a Great Video to Maximize Your Exposure:

- Use a newer smartphone with quality camera or a digital camera; maximum 3 minutes
- Do a complete walkaround of the vehicle highlighting key components and any deficiencies such as scratches. Go slow enough and pause at key places so the potential buyer can get a good look.
- Narrate if you like

### How to Take the Best Photos to Maximize Your Exposure:

- Use a **newer smartphone** with quality camera **or a digital camera**; maximum 25 photos
- **Find a clear outdoor location to take your photos.** Make sure there are no people, other cars or signs in your pictures. The best backgrounds are those that contrast your car's colours. Trees work great for red or blue cars, but not as well with green cars for example.
- **Take only Landscape photos.** Hold your phone horizontally and physically move around to get the entire car in the photo. Do not use the Zoom feature on the camera as the picture quality will be lower; instead move closer or further away. Try to frame the photos with the camera as best as you can, as cropping after taking the photo also lowers the quality.
- **Close-up photos** of your vehicle's details are welcome.
- **Use a flash only when absolutely necessary** (for example with some odometers or VIN plates).
- Scanned photographs will not be accepted, however scanned documentation is preferred.

**When we receive your registration package,  
we will send instructions via email on where to submit your photos.**

## Suggested Photographs

For the best results and to make your vehicle the most appealing to online bidders, we've found it is best to include pictures of the following:

- ☐ An aesthetically pleasing angle for marketing / cover images
  - **roughly 45 degrees from the front driver's corner**
  - **Have a contrasting, non-distracting background like trees or a wall**
- ☐ Driver's Side - level with bottom of window, whole vehicle length
- ☐ Rear - level with mid trunk, whole vehicle width
- ☐ Passenger's Side - level with bottom of window, whole vehicle length
- ☐ Front - level with grille, whole vehicle width
- ☐ A Rim - level with the centre of the rim
- ☐ The dash - ideally straight on while sitting in the back seat. Alternatively, at an angle showing as much as possible
- ☐ The gauge cluster - typically through the steering wheel
- ☐ **The odometer - close up and legible**
- ☐ Fender tags or build sheets, if possible
- ☐ The interior - best angle dependent on vehicle, should show no damage on leather / carpets / head liner / etc.
- ☐ **Primary VIN / serial number plate** (dependent on make/model/year)
- ☐ Any other VIN plates possible (frame, motor, etc.) or documentation (scans) if the vehicle is considered numbers matching
- ☐ Engine bay - at an angle from head height looking down
- ☐ Trunk - at an angle from head height looking down
- ☐ Any common "trouble areas" for your make/model/year of vehicle
- ☐ Any documentation or certification for special interest (scans if possible, photos acceptable).