



# AUCTION POSITION REQUEST

**Important Information:** Please read the complete Terms & Conditions of the sale provided on vicariauction.com. Keep a copy of this agreement for your records. If you have any questions call Vicari Auction at **(504) 264-2277** or email **info@vicariauction.com**.

## Biloxi, MS

## October 4-7, 2023

MS Coast Coliseum & Convention Center  
2350 Beach Boulevard; Biloxi, MS 39531

This form may be faxed to **(504) 684-1381**

Return the completed form to the **Vicari Auction Company - 1900 Destrehan Ave Harvey, LA 70058** with:

1. Entry Fee
2. Copy of Front and Back of Title **(Name must match this consignment form/Checks to Legal Titled Owner(s) no exceptions)**
3. Pictures of vehicle (see website for photo guide and at least 6 photos)
4. Copy of Driver's License (and Dealer License if applicable)

Sales Rep: \_\_\_\_\_

### Contact Information:

Name: \_\_\_\_\_ Dealership: \_\_\_\_\_  
(Attach Dealer License Copy With Registration)

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ License #: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vehicle Information:** Pictures are required at time of position request for prime time & feature vehicles. If reserving a standard entry and not confirming a car at this time mark "Year" as N/A.

Year: \_\_\_\_\_ Ext. Color: \_\_\_\_\_  
 Make: \_\_\_\_\_ Int. Color: \_\_\_\_\_  
 Model: \_\_\_\_\_ Engine/Displacement: \_\_\_\_\_  
 Body: \_\_\_\_\_ Lien Amount: \_\_\_\_\_  
 Mileage: \_\_\_\_\_ VIN Location: \_\_\_\_\_  
 Title Branding: \_\_\_\_\_ VIN: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Power Steering     | <input type="checkbox"/> Continental Kit |
| <input type="checkbox"/> Power Brakes       | <input type="checkbox"/> Power Locks     |
| <input type="checkbox"/> Power Windows      | <input type="checkbox"/> Cruise Control  |
| <input type="checkbox"/> Power Seat(s)      | <input type="checkbox"/> Auto Trans.     |
| <input type="checkbox"/> Air Conditioning   | <input type="checkbox"/> Manual Trans.   |
| <input type="checkbox"/> Cloth Interior     | <input type="checkbox"/> Fuel Injection  |
| <input type="checkbox"/> Vinyl Interior     | <input type="checkbox"/> 4 Barrel        |
| <input type="checkbox"/> Leather Interior   | <input type="checkbox"/> Tri-Power       |
| <input type="checkbox"/> Power Antenna      | <input type="checkbox"/> Tachometer      |
| <input type="checkbox"/> Dual Power Antenna | <input type="checkbox"/> Dual Quads      |
- (further descriptions can be attached separately)*

▶  Initial

I have verified my Title matches my Vehicles VIN and further understand and agree that vehicles with non-matching Titles/VIN's will not be entered into the auction and that no entry fees will be refunded. Furthermore, I have read the auction terms and conditions on vicariauction.com and agree and understand them in full.

**Reserve USD:** \$ \_\_\_\_\_

10% Commission deducted from final bid

**Matching Numbers Declaration:** Sellers who wish to declare their vehicles as "Matching Numbers" must complete the Matching Numbers form.

### Auction Schedule:

#### Wed-Sat: (Wednesday is Memorabilia only)

Gates Open: 8:30 a.m.  
 Memorabilia: 10:00 a.m.  
 Vehicles: 11:00 a.m.  
 Ending time varies

#### Deadlines:

Express/Pre-Registration: **9/25/2023**  
 On-site Registration Begins: **10/3/2023**

#### Seller Commissions:

With Reserve: 10%  
 No Reserve: 6%  
 All Memorabilia: 20%

**Thursday: \$100**

#### Friday:

- Sale Opener \$200  
Lots 301-305
- Standard Entry \$350  
Lots 306-319
- Prime Time \$600  
Lots 320-420  
minimum \$25,000 value
- Standard Entry \$350  
Lots 421-450
- Feature Entry \$1000  
Lots 901-940  
minimum \$75,000

#### RERUNS NOT PERMITTED

#### Saturday:

- Sale Opener \$250  
Lots 501-505
- Standard Entry \$400  
Lots 506-519
- Prime Time \$600  
Lots 520-620  
minimum \$25,000 value
- Standard Entry \$400  
Lots 621-650
- Feature Entry \$1000  
Lots 950-990  
minimum \$75,000

\* Auction Position(s) will not be confirmed until payment(s) are received.

\* No checks or titles will be given at the auction. Please allow **15 business days** after auction to receive titles/payments.

### Payment Information: (\$25 Handling fee will be charged if canceled within 5 days of registration, after 5 days, no refunds or credits)

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Code: \_\_\_\_\_

Name On Card: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

▶ Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Vehicle Information

To assist us in providing a complete catalog description, please remember to include the following information about your vehicle.

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Chassis/VIN #: \_\_\_\_\_

Engine #: \_\_\_\_\_ Body #: \_\_\_\_\_

Vehicle Information/Options:

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Age/Quality of Restoration: \_\_\_\_\_

Special Features/Modifications:

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Provenance or Race History (if any):

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Awards (if any):

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Additional Comments: (please attach another sheet or write on back if you need additional space)

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# Vehicle Acknowledgment

It is acknowledged that my vehicle meets the requirements listed below when checked in a the entry point for the auction. It is further understood, that if any of the requirements are not met there will be a charge for the related deficiencies as the fee scheduled listed below:

1. Vehicle has at least 1/8 tank but no more than 1/4 tank.  
*(Lack of fuel or too much fuel is an additional \$50 charge)*
2. Vehicle's battery is fully charged.  
*(Weak or dead battery is an additional \$80 charge)*
3. Vehicle's brakes are in working order.  
*(Weak or no brakes is an additional \$150 charge to push/pull vehicle onto auction block)*
4. Vehicle's tires hold air.  
*(Flat or low tires is an additional \$300 charge to push/pull vehicle onto auction block)*
5. **Vicari Auction Company reserves the right to sell vehicle in place if they determine that moving the vehicle has become too laborious.**

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

\_\_\_\_\_  
Date

# PRELIMINARY CONSIGNMENT FORM & SELLING TERMS & CONDITIONS

1. Vicari Auction Company, LLC hereinafter called "VAC", together with its affiliates, successors, clerks, cashiers, agents, members, directors, employees, and any necessary sale help. A person of entity registering to place a bid for the purchase of any collectible, memorabilia, artwork, neon sign, automobile, truck, motorcycle, boat, trailer, RV, or any other item (is referred to as a "Lot") sold pursuant to this Consignment Information and Selling Agreement and instruments collateral hereto. A person or entity consigning a lot for the auction is referred to herein as "Seller". A seller commission shall be collected per lot, (together referred to as "Commission").
2. Seller warrants that Seller is the sole and only owner of Vehicle(s), has the right to sell Vehicle and has clear title or consent of the lien holder, if any, to sell. Seller has provided VAC with all lien holder information, including name and amount, in advance of sale. Seller agrees to provide Buyer with good, clear, accurate in all respects, and merchantable title and agrees to correct any title defects and/or pay the costs associated with providing Buyer a good, clear and merchantable title as required by the state where Buyer seeks to register Lot.
3. If a lot is canceled within 5 days of original registration, a \$25 handling fee will be deducted. After 5 days, no refunds or credits will be issued for lots being canceled.
4. Vehicles with liens must be pre-approved by VAC and must be accompanied by payoff letter from the lien holder stating the lien release conditions and payoff amount. A \$100 lien-processing fee will be assessed.
5. Seller must verify VIN numbers on all vehicles entered into the auction with the VIN on title. LOTS WITHOUT A VIN OR INCORRECT VIN WILL NOT BE ALLOWED IN THE SALE. 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. Homemade VIN's (those not issued or stamped by the manufacturer) may be subject to additional requirements. Entry fees will not be refunded on Lots rejected on sale day. If you have any questions regarding this, especially VIN tags or stampings, contact the VAC office before the auction.
6. In addition to the Entry Fee described on the reverse side of this Consignment Information and Selling Agreement, Seller agrees to pay VAC compensation for its effort in the sale of the Lot as indicated on the consignment form for that particular auction, but at no time will exceed: Reserve Sale - TEN percent (10%) of the sale price. No Reserve Sale - SIX percent (6%) of the sale price, but both no less than \$500.00. VAC reserves the right to adjust any commission if needed. With the exception of Collectibles at TWENTY percent (20%) of sale price. Seller shall be obligated to pay VAC the Commission if: (a.) VAC procures a buyer that is ready, willing and able to purchase the Lot under a "Reserve" sale for the agreed upon "reserve price" or mutually agreed upon price under a "Reserve" sale; or (b.) Seller withdraws the Lot from the current sale or intentionally causes the Lot to be unmarketable before the current sale; or (c.) Seller transfers or enters into any agreement for the sale of the Lot by any means, including but not limited to exchange, trade, gift or option, to any person during the thirty days following the sale, whether or not dealt with by VAC.
7. Sale position is based on first come, first serve basis. However, VAC reserves the right to alter the placement of vehicles at our discretion. Auction times are estimates, and are not guaranteed. No vehicle not assigned to the sale BEFORE the early registration date can be assigned to a "Feature" position. "Feature" vehicles cannot be changed once assigned to the sale. If the assigned vehicle does not make the sale, the "Feature" position will be forfeited by the consigner or with no refund of any kind.
8. Lot numbers are property of VAC and CANNOT be reassigned by a Seller.
9. Lot numbers will not be confirmed until entry fees are paid. Entries that are unpaid will be canceled without notice or moved to another number. Once a Lot has been consigned and paperwork submitted, there will be a \$50 service fee if you change Lots. Prime time numbers are not eligible to be changed once vehicle has been consigned and cannot be guaranteed to swap out for another consignment.

10. Seller acknowledges that the information provided regarding the history of any Lots, authenticity, originality and or "Matching Numbers" ("Lot Information") will be used by VAC to market and advertise the Lot for sale. That said, information provided on any Lot is true and accurate and that VAC is relying on Seller representations, VAC has not independently verified same. If seller misrepresents Lot, VAC assumes no responsibility for the incorrect information and Seller will be liable for all costs resulting from the wrong information. Seller hereby agrees and consents to the publication of photographs and information in any promotional materials for any current or future auctions by VAC and further agrees that any photographs supplied shall remain the property of VAC.

11. Seller must provide vehicles with enough fuel to run for the duration of the auction, but no more than 1/4 tank of fuel. Seller further understands that a minimum charge of \$50 will be added for any vehicle needing fuel. Seller is responsible for assuring that the vehicles are in running condition, which the battery is good and brakes are safe to operate. If brakes are found to be in poor condition by VAC check-in staff, seller/owner will be required to drive the car across the auction block, and a \$200 fee will be applied. If battery is found to be bad, seller/owner is responsible for ensuring battery is operable before admittance into auction. Failure to meet these conditions may result in removal from auction at the seller's expense and without refund of the entry fee.

12. Seller agrees that VAC shall have no liability for loss, theft or damage of any Lot, its contents, or components at any time and that VAC is not a bailee of such Lot. Seller further agrees to save VAC, its agents, and its employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Seller represents that the Lot is currently insured and that Seller shall maintain its own insurance. VAC provides no such insurance and is not an insurer of any vehicle or other article offered for sale. Seller hereby grants permission for VAC, its employees or agents to drive or move any Lot before, during or after the sale. Seller represents and warrants that the Lot is in the safe and operable condition to be driven by VAC employees or its agents. Seller should provide insurance against all perils and losses. Insurance should be maintained until Seller receives sale proceeds.

13. The party executing this Consignment Agreement warrants that it has the authority to bind the Seller to the terms of the Consignment Information and Selling Agreement.

14. Seller represents that all statements and claims with respect to the Lot are true and correct to the best of Seller knowledge and belief. The Seller has not withheld from disclosure any known or unknown material problems, flaws, title brands or discrepancies with regard to the Lot. Seller shall provide VAC written notice describing any title "branding" issues, such issues shall include but are not limited to salvage, previously salvaged, or rebuilt. The 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, agent, employee or independent contractor hired by Seller has not tampered with the odometer on any vehicle consigned. Seller indemnifies and holds VAC harmless for any damages arising from any incorrect or misleading statement or any known or unknown material problems, flaws or discrepancies, with regard to the Lot.

15. Seller agrees and consents to the sale of any Lot subject to the terms, conditions and commissions as stated herein and/or contained in this consignment information and selling agreement, purchase invoice and bill of sale, bidder agreements and other terms and conditions of sale. Seller authorizes VAC to release the Lot to the Buyer on the basis of the method of payment noted in this instrument and agrees to rely only upon the Buyer for payment thereby releasing VAC from any and all legal obligation for collection, attorney fees, or any costs and/or expenses connected with sale of Lot. If, as a convenience either to Buyer or Seller, VAC should issue payment to the Seller on behalf of the Buyer, the payment can be withheld, withdrawn, canceled or revoked at any time at VAC's discretion until proper, good funds are received by VAC from the Buyer, and Lot can be withheld from Buyer pending receipt by VAC of such funds.

16. VAC, may at its discretion, acting as agent for the Seller, cancel or rescind the sale of the vehicle if VAC determines or has reason to believe that the offer for sale has or may subject VAC, 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, VAC, as agent, shall have the right to refund or credit to the purchaser the full purchase price. In the event that the Seller has received all or part of the proceeds, Seller agrees to repay such amounts; the Seller also agrees to accept return of the vehicle as full and complete settlement of this Agreement.

17. If the Lot 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, then VAC shall sell the Lot at the lowered price, the Original, normal reserve commission will still apply. If Seller and VAC agree that the lot is to be sold at a "net price" to the Seller, the commission shall not apply and VAC shall be paid the amount, if any, in excess of the agreed upon "Net Price" to be paid to the Seller.

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

19. Payment for Lot is to be immediate and made directly by the Buyer to VAC with either party paying VAC sales commission. Seller will be paid when payment is received and confirmed from the buyer, not at auction site. In the event of a Wire Transfer, payment may not be received until the first business day after the Auction. Seller checks will be issued within FIFTEEN (15) business days from the closing date of the auction allowing funds have been received.

20. The instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoices & Bill of Sale 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 VAC in the auction office or at the auction block. The above instrument constitutes an agreement between the Buyer, Seller/Owner and VAC and shall be interpreted in accordance with the laws of the State of Louisiana.

21. If the Seller sells a Lot during the auction or within the thirty day period will be held liable for Buyer and Seller commission made payable to VAC. Seller authorizes VAC to charge credit card on file or deduct commission/fees from other proceeds VAC pays to the Seller.

22. If the Lot does not sell for any reason whatsoever, no matter whose fault, Seller shall immediately retrieve Lot from the location of sale unless agreed otherwise in writing by Seller and VAC. Seller shall also have the right to have the Lot placed in another VAC auction with an entry fee (unless VAC states otherwise). Seller must give VAC a 5 day notice before sending Lot to another auction as advertised and stated for such sale.

23. If Seller is using a "floor plan" company VAC needs to receive titles by close of business Monday the week of the sale. If the titles are not received by that point NO numbers will be reserved for vehicles without titles received by VAC.

24. Seller's obligation to remove said Lots at Seller cost must occur within 24 hours from the last day auction was held at site. If Lot has not been removed within 24 hours VAC will have Lot stored or transported at the Seller's cost. Seller must reimburse VAC all fees that incurred.

25. No Show: Failure of a consigned vehicle to be present for contracted VAC auction on assigned day will result in financial compensation due to VAC. The compensation will be 15% of the reserve price, or if no reserve 15% of the current market value.

25. Should either the buyer or seller default on any part of the transaction, VAC shall remain entitled to any and all fees and commissions by defaulting party.

26. VAC is entitled to Attorney's fees incurred in the enforcement of this contract.

27. If Seller or Buyer shall sue VAC but does not prevail, Seller or Buyer shall reimburse VAC for all its reasonable legal fees and expenses connected with such suit. Both Seller and Buyer agree to the venue and jurisdiction of the courts of Jefferson Parish, State of Louisiana, United States of America for any and all court cases arising out of these documents and the items they cover. Seller and Buyer agree that the laws of the State of Louisiana shall apply to any disputes arising from this Consignment Information and Selling Agreement.