



AUCTION TERMS
-Consignment Contract-

1. Seller agrees and consents to the sale of item subject to the terms, conditions and commissions as stated herein and/or contained in the consignment agreement and the purchase invoice and bill of sale. Seller authorizes Collector Cars International, a Missouri Corporation, doing business as Branson Collector Cars LLC, and The Branson Collector Car Auction LLC both jointly and severally, heretofore known as "Branson Collector Cars" and herein after called "BCCA" to release item 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 BCCA from any and all legal obligation for collection, attorney fees, or any costs and/or expenses connected with item's sale. Payment for item is to be before the end of the auction and made directly by the Buyer to the Seller with either party paying the commission fees. If as a convenience either to Buyer or Seller, BCCA should issue payment to the Seller on behalf of the Buyer, the payment can be withheld, withdrawn, cancelled or revoked at anytime at BCCA's discretion until proper, good funds are received by BCCA from the Buyer and item can be withheld from Buyer pending receipt by BCCA of such funds.
2. Seller acknowledges and accepts that by signing this contract he has entered into an agreement to offer item for sale at the reserve price stated. The reserve price is an expected selling price that includes the BCCA commission fees. 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. If seller offers to lower the reserve price and BCCA shall sell vehicle at the lowered price, the original normal reserve commission rate will still apply. BCCA reserves the right to lower the commission in order to sell the item with the seller's net figure being unchanged. "No Reserve" means that the item will sell to the highest bidder regardless of the price. Sellers may not bid on their own items. Seller acknowledges that BCCA cannot accurately predict sale times and/or sale prices and any predictions by BCCA with respect to foregoing shall be considered estimates only.
3. BCCA must have title at time of check-in unless the title is encumbered. In the event of an encumbered title, BCCA must be provided with written consent of the holder of such security interest to sell such vehicle and the minimum price for which such security interest will be released. All other exceptions will be considered on an individual basis. Lost title application or titles-in-transit must be cleared with BCCA in advance and may or may not be accepted. The serial number on the title must match the serial number on the vehicle. Seller agrees to provide the Buyer with a clear, merchantable title as required by the State where Buyer seeks to register the vehicle.
4. Insurance coverage must be provided against all perils and loss by Seller including but not limited to damage caused by another party, fire, theft or mechanical failure if such protection is desired. Insurance should be maintained until seller receives the sale proceeds.
5. Seller represents that all statements and claims with respect to item are true and correct to the best of Seller's knowledge and belief and Seller has not withheld from disclosure any known or unknown material problems, flaws or discrepancies with regard to item. All "FRAME DAMAGED" or "FLOOD" vehicles, "SALVAGED" or "REBUILT" titles, must be declared in writing prior to the sale. Failure to do so may result in sale rejection. The seller shall provide an accurate odometer statement as required by Federal Law and shall be solely responsible for any inaccuracies.
6. If said item is sold or exchanged within 14 days after the date of this agreement to any person, firm or corporation as a direct result of BCCA advertising or promotion then BCCA is entitled to our commission equal to that stated herein of the gross sales or exchanged price hereof, provided, that this extension clause shall not be applicable and binding should said item be listed with another licensed auctioneer to sell at public auction upon or after the terms of this agreement.
7. This instrument together with the buyer credentials, clerk ticket and purchase invoice comprise the entire agreement of the parties and shall be binding on them. This instrument shall not be modified except in writing, signed by an officer of BCCA in the auction office of at the auction block. The above instruments constitute a contract between Buyer, Seller and BCCA and shall be interpreted in accordance with the laws of the State of Missouri.
8. In the event of Seller's default on any terms herein, BCCA or assigns shall be entitled to attorney fees incurred in the enforcement of this contract. Seller acknowledges that BCCA is a Missouri corporation with its principal place of business in Branson, Missouri. The parties agree that this contract shall be construed under the substantive laws of the State of Missouri, that the State Courts of Missouri shall have exclusive jurisdiction over any action brought to enforce the terms of the contract or over any action arising out of the underlying transaction(s) with BCCA and venue may be had in the Taney County Court system of the State of Missouri.
9. In proper context, the term "ITEM" is used herein as defined to mean any article, vehicle, objects, thing or things sold pursuant to this or any other bill of sale pertaining to the same Bidder's number and instruments collateral hereto.
10. These Additional Terms hereby take precedence over previously written and/or printed Additional Terms, effective June 16, 2010.

Signed: _____ Date: _____