



"See You on the Block!"

P.O.Box 4160, Seminole, Florida 33775

800-237-8954 \* 727-424-1942 \* Fax: 727-563-9800

[www.seeyouontheblock.com](http://www.seeyouontheblock.com)

WELCOMES YOU!

TO

# The Palm Beach Auction

The Climate Controlled  
Collector Car Auction Alternative

March 21, 2013 -Preview- 3:00pm to 6:00pm

March 22, 2013 - 10:00am to 6:00pm

March 23, 2013 - 10:00am to 6:00pm

## CONSIGNMENT PACKAGE

Please - Read, Complete, and Sign all documents  
plus Supply all documentation required.



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Dear Consignor,

On behalf of myself and the entire staff of Hollywood Wheels Auctions & Shows, we wish to thank you for your interest in consigning your vehicle in our upcoming auction. So lets get started! Enclosed in this packet is all the information needed to be a consignor at our auction. Take a few minutes to complete the procedures listed on the instruction page, returning this packet to us as soon as possible. Our auctions have limited availability, so consign early. Paperwork must be completed and received in our office one month prior to auction date.

If at any time you are having trouble understanding, or just have questions about the this packet and its forms, please do not hesitate to give us a call. One of our staff will be glad to walk through the process, explaining any questions you may have.

All of us at Hollywood Wheels Auctions & Shows want you to know how valued and important you are to us. So WELCOME to our family! If any assistance is needed, just ask. Please remember you will not receive an Auction number until this packet is completed and payment is received.

Vehicle check-in starts on Tuesday 3/19 from 9-6 and Wednesday 3/20 from 8-6.  
All cars need to be on site by Wednesday at 6:00 pm.  
The auction preview will be Thursday 3/21 from 3-6 pm.

Thank You for your business and all future business, our commitment to you is our passion!

Exceeding your reserves in the Marketplace,

*Mike Flynn Jr.*

Mike Flynn Jr.  
President  
Hollywood Wheels Auctions & Shows



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## INSTRUCTION PAGE

Initials

- 1 \_\_\_\_\_ Complete, Sign and Initial the Seller Listing Contract
- 2 \_\_\_\_\_ Read and Sign the Vehicle Restrictions page
- 3 \_\_\_\_\_ Read and Sign the Additional Provisions page
- 4 \_\_\_\_\_ Complete, and Sign the Vehicle Information Sheet
- 5 \_\_\_\_\_ Read the Important Title Information Page
- 6 \_\_\_\_\_ Copy of valid Title (Front and Back)
- 7 \_\_\_\_\_ Read the Vehicle Digital Photography Guide Page
- 8 \_\_\_\_\_ Take Digital Pictures have put on CD and/or E-mail to us
- 9 \_\_\_\_\_ Copy of valid Drivers License (readable - enlarge if possible)
- 10 \_\_\_\_\_ Dealers (if applicable) - Copy of Dealer License and Tax ID
- 11 \_\_\_\_\_ Payment of Consignment Fees

Check - made payable to Hollywood Wheels Auctions  
Credit Card - Complete and Sign the Credit Card  
Authorization Form enclosed

Upon completion and initialing each of the above steps, you acknowledge that you have read and understand all of the documents in this Consignor's Packet.

**Consignor's Signature** \_\_\_\_\_

**NOTE: This packet and payment must be received before a number will be assigned to you.**

**Thank You for Consigning at our Auction!**

Consignment Fees:

Saturday \$500.00 AVAILABLE  
Friday \$500.00 AVAILABLE



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## Vehicle Restrictions Page

- 1 All Vehicles with working fuel gauge are allowed Only 1/4 Tank of Fuel
- 2 Any Vehicles with a inop fuel gauge - Please call for further details
- 3 All Vehicles must be "Run and Drive" condition
- 4 During the Auction - no vehicle can be started or driven  
inside the convention center - **NO EXCEPTION!!**
- 5 **No Sale** Vehicles will not be released until 30 minutes  
after end of Auction for that day
- 6 Consignment Fees must be received before a number is issued
- 7 A number reservation is only held 7 days without paperwork and fees paid
- 8 All Vehicles Must be pick up within 48 hours after end of auction

**All Vehicles are subject to a \$100.00 service fee - if it doesn't meet restrictions**

Upon reading and understanding above restrictions, you acknowledge that you have read and understand all of the documents in this Consignor's Packet.

**Consignor's Signature** \_\_\_\_\_

**NOTE: This packet and payment must be received before a number will be assigned to you.**

**Thank You for Consigning at our Auction!**

Consignment Fees:

|          |          |           |
|----------|----------|-----------|
| Saturday | \$500.00 | AVAILABLE |
| Friday   | \$500.00 | AVAILABLE |



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Auction Name:                     The Palm Beach Auction                    

### SELLER LISTING CONTRACT

#### Consignor Information:

|                                |                   |                                       |             |
|--------------------------------|-------------------|---------------------------------------|-------------|
| Name:                          |                   | Auto Dealership Name: (if applicable) |             |
| Address:                       |                   |                                       |             |
| City:                          |                   | State:                                | Zip Code:   |
| Work Phone:                    | Fax:              |                                       | Home Phone: |
| Cell Phone:                    | E-mail:           |                                       |             |
| Dealer Number: (if applicable) | Sales Tax Number: | State:                                |             |

#### Vehicle Information:

|             |       |                                |
|-------------|-------|--------------------------------|
| Year:       | Make: | Model:                         |
| Body Style: |       | Vehicle Identification Number: |

#### Select which option you wish to offer your item to sell:

|   |                            |
|---|----------------------------|
| _____ OPITION (RESERVE) - The seller has a protected price. If the bid reaches the protected price or above, the vehicle is sold to the highest bidder. Once the auction company receives a listing contract, the protected price may be lowered but cannot be raised at any time by the seller. If the highest bid is below the protected price, the seller has the option to accept or refuse the last bid. | Reserve Amount             |
|   | \$ _____                   |
| _____ ABSOLUTE (NO RESERVE) - The seller has no protected price and will be sold to the highest bidder. The seller cannot bid on or purchase their own vehicle!   | I am offering this item at |
|   | <b>NO RESERVE</b>          |
| Initial _____   |                            |
| <b>Sellers Premium: 5% - Reserve / 5% - No Reserve.</b>   |                            |
| Consignment Fee Schedule: <b>\$500 - Friday / \$500 Saturday</b>  | Method of Payment _____    |
| Amount Paid \$ _____  |                            |
| Consignment fees are <b>NON REFUNDABLE</b> , and will not be applied towards the Sellers Premiums.  |                            |
| I, the seller acknowledge that I have read and understand the entry guidelines on this entire seller listing contract.  |                            |
| Authorized Seller's Signature _____   | Date _____                 |



## ADDITIONAL PROVISIONS

The following Additional Provisions are incorporated as a material part of this Consignment Information and Selling Agreement.

1. Hollywood Wheels, hereafter referred to as "HW", agrees to pay the costs of the auctioneers, the advertising and the auction sales facility, clerks, cashiers, and necessary sale help. In consideration therefor, Seller / Owner gives HW the exclusive right to auction or otherwise market and sell the Vehicle until twenty (20) days after the auction date and agrees to pay HW the Commission for any sale occurring within twenty (20) days of the auction.

Seller / Owner acknowledges and accepts that HW cannot accurately predict sale time and / or sale prices and any predictions by HW with respect to the foregoing shall be considered estimates only and shall not be binding upon HW. Furthermore, HW makes no warranties as to the ability of the buyer to perform, and the parties expressly agree that HW shall not be liable to Seller / Owner in the event of a default by any buyer.

2. Seller / Owner warrants that Seller / Owner is the sole and only owner of the Vehicle(s), has the right to sell the Vehicle and has clear title or consent of the lien holder, if any, to sell the Vehicle. Seller / Owner has provided HW with all lien holder information, including name and amount, in advance of sale. Seller / Owner agrees to provide Buyer with good, clear, accurate in all respects, and merchantable title to the Vehicle and agrees to correct any title defects and / or pay the costs associated with providing Buyer with good, clear and merchantable title to the Vehicle as required by the state where Buyer seeks to register the Vehicle.
3. Seller / Owner acknowledged that the Information it has provided regarding the history, authenticity and originality of the Vehicle history, (the "Vehicle Information") will be used by HW to market and advertise the Vehicle for sale, that said Vehicle Information is true and accurate and that HW is relying on Seller / Owner's representations in the Vehicle Information and HW has not independently verified same. Seller / Owner hereby agrees and consents to the publication of photographs of the Vehicle and Vehicle Information in any promotional materials for any current or future auction conducted or produced by HW and further agrees that any Vehicle photographs supplied by Seller / Owner shall remain the property of HW.
4. Seller / Owner agrees and consents to the sale of the Vehicle subject to the terms, conditions and commissions as stated herein and / or contained in this consignment Information and Selling Agreement, the Purchase Invoice and Bill of Sale, the terms and conditions of which are incorporated herein, and any other terms and conditions of the sale of the Vehicle. Seller / Owner authorizes HW to release the Vehicle 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 HW from any and all legal obligations for collection of any purchase price, attorney's fees and costs, or any other costs and / or expenses connected with the sale of the Vehicle.

If, as a convenience either to Buyer or Seller / Owner, HW should issue payment to the Seller / Owner on behalf of the Buyer, the payment can be withheld, withdrawn, cancelled or revoked at any time at HW's discretion until proper, good and acceptable funds are received by HW from the Buyer, and the Vehicle may be withheld from the Buyer pending receipt by HW of such funds.

5. Payment for the Vehicle is to be immediate and made directly by the Buyer to HW. Payment of the Commission as set forth herein and in the Purchase Invoice and Bill of Sale is to be immediate and made directly by Seller / Owner (or by Buyer as may be agreed to by Seller / Owner and Buyer) to HW. HW shall pay the purchase price of the Vehicle as set forth in the Purchase Invoice and Bill of Sale to the Seller / Owner within thirty (30) days of the receipt by HW of full payment from the Buyer. Proceeds sufficient to satisfy any existing debt or obligation (whether or not related to the sale of the Vehicle contemplated by this Consignment Information and Selling Agreement) owed to HW by Seller / Owner may be withheld by HW at its discretion.
6. HW may at its discretion, acting as agent for the Seller / Owner, cancel or rescind the sale of the Vehicle if HW determines or has reason to believe that the offer for sale has or may subject HW, the Seller / Owner or both to any liability including, but not limited to, liabilities due to representations made by the Seller / Owner or due to insufficient title or authority. In the event of such cancellation, HW, as agent, shall have the right to refund or credit the full purchase price to the Buyer. In the event that the Seller / Owner has received all or part of the proceeds, the Seller / Owner agrees to refund such amounts. Seller / Owner also agrees to accept return of the Vehicle as full and complete settlement of any such liability or potential liability.
7. Seller / Owner agrees that HW shall have no liability for loss, theft or damage of any type to the Vehicle, its contents, or components at any time and that HW is not a bailee of such Vehicle. Seller / Owner further agrees to indemnify and hold HW, its agents, owners, directors, shareholders, representatives, and employees harmless from and against any claims for personal injury and property loss or damage arising out of this transaction. Seller / Owner hereby represents that the Vehicle is currently insured and that Seller / Owner shall maintain its own insurance on the Vehicle throughout the duration of this Agreement, and until the closing of the sale of the Vehicle to a buyer under the Purchase Invoice and Bill of Sale. HW provides no such insurance and is not an insurer of any vehicle or other article offered for sale.

Seller / Owner hereby grants permission for HW, its employees, representatives or agents to drive or move the Vehicle before, during or after the sale of the Vehicle. Seller / Owner represents and warrants that the Vehicle is in a safe and operable condition to be driven by employees, representatives or agents of HW.

8. The party executing this Consignment Information and Selling Agreement warrants that it has the authority to bind the Seller / Owner to its terms.
9. Seller / Owner represents that all of Seller / Owner's statements and claims with respect to the Vehicle are true and correct, and Seller / Owner has not withheld from disclosure any known or unknown material problems, flaws or discrepancies with regard to the Vehicle. Seller / Owner shall provide HW written notice describing any title "branding" issues, including, but not limited to, the salvage, previously salvaged, or rebuilt condition of the Vehicle. The Seller / Owner shall provide an accurate odometer statement as required by law and shall be solely responsible for any inaccuracies with respect therein.

Seller / Owner agrees that Seller / Owner or any agent or employee or independent contractor hired by Seller / Owner has not tampered with the odometer on the Vehicle.

Seller / Owner acknowledges that HW shall not be responsible for safekeeping or delivery of any of the books, records, or other materials or documents regarding the Vehicle (e.g., the "Build Sheet", the original window sticker, the owner's manual, trophies and awards). Seller / Owner shall be responsible for safekeeping such materials during the auction and for the delivery of such materials to any Buyer.

Seller / Owner indemnifies and holds HW harmless for and against any damages arising from any incorrect or misleading statements or any unknown material problems, flaws or discrepancies with regard to the Vehicle.

10. In addition to the Entry Fee described on the reverse side of this Consignment Information and Selling Agreement, Seller / Owner agrees to pay HW compensation for its efforts in the sale of the Vehicle as follows (such compensation collectively referred to as the "Commission"):
  - (a) Reserve Auction - eight percent (8%) of the sale price.
  - (b) No Reserve Auction - five percent (5%) of the sale price. Seller / Owner shall be obligated to pay HW the Commission if:
    - (a) HW procures a buyer that is ready, willing and able to purchase the vehicle under a "No Reserve" auction or for the agreed upon "reserve price" or other mutually agreed upon minimum price under a "Reserve" auction.
    - (b) Seller / Owner withdraws the Vehicle from the current auction or intentionally causes the Vehicle to be unmarketable before the current auction.
    - (c) Seller / Owner transfers or enters into any agreement for the transfer of the Vehicle by any means, including but not limited to exchange, trade, gift or option, to any person during the twenty (20) days following the auction, whether or not dealt with by HW; except that this provision shall not apply if the Vehicle is sold at another public auction by a licensed dealer; or
    - (d) HW enters into an agreement to sell the Vehicle to a buyer on terms and conditions that are agreeable to the Seller / Owner.

The sale price for the calculation of the Commission shall be the greater of the reserve price or the actual consideration for the transfer of ownership as described above.

11. If the Vehicle is to be sold with reserve, the auctioneer may bid on the Seller / Owner's behalf in an amount not to exceed the reserve price. The reserve price may not be increased at any time. If Seller / Owner offers to lower the reserve price and HW shall sell the Vehicle at the lowered price, the original, normal reserve commission rate / formula will still apply. If Seller / Owner and HW agree that the Vehicle is to be sold at a "net price" to the Seller / Owner, the commission rate / formula shall not apply and HW shall be paid the amount, if any, in excess of the agreed upon "net price" to be paid to the Seller / Owner.
12. HW does not allow Seller / Owner "buy-backs" on "No Reserve" auctions and, in the event this occurs, the Seller / Owner shall be obligated to pay HW a sixteen percent (16%) commission on the final bid price for the Vehicle which shall be payable in cash or certified funds to HW by Seller / Owner before the Vehicle is released to Seller / Owner.
13. If Seller / Owner shall commence a legal action or proceeding against HW, but does not prevail in such action or proceeding, Seller / Owner shall reimburse HW for all its reasonable legal fees and expenses connected with such action or proceeding. If HW shall commence a legal action or proceeding against Seller / Owner, and HW prevails in such proceeding, Seller / Owner shall reimburse HW for all its reasonable legal fees and expenses connected with such action or proceeding. **This Consignment Information and Selling Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof. Seller / Owner agrees to the venue and jurisdiction, if in state court, in the courts of Palm Beach County, State of Florida, and if in federal court, in the U.S. Northern District of Florida for any and all disputes or legal actions arising out of or in connection with any matter contained herein.**
14. Notwithstanding anything to the contrary herein, HW's total liability arising from and under this Consignment Information and Selling Agreement for any claims of any nature, whether based in contract, tort, (including negligence), indemnity, contribution, strict liability or otherwise, will not exceed the purchase price for the Vehicle as reflected in the Purchase Invoice and Bill of Sale.
15. This instrument together with the Bidder's Registration Card, Clerk Ticket and Purchase Invoice and Bill of Sale, Odometer Statement, Buyer's Guide and any other document signed by one or both of the parties and notices posted at the auction site 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 HW in the auction office or at the auction block. The above instruments constitute an agreement between the Buyer, Seller / Owner and HW and shall be interpreted in accordance with the laws of Florida.
16. In the proper context, the term "Vehicle" as used herein is defined to mean any article, item, object, personality, thing or things sold pursuant to this Consignment Information and Selling Agreement and instruments collateral hereto.
17. If the items do not sell for any reason whatsoever, no matter whose fault, Seller / Owner shall immediately retrieve said items from the place of sale unless agreed otherwise by Seller / Owner and HW. Seller / Owner shall also have the right to sell these items in another HW auction (with Seller / Owner to pay an entry fee for such other auction if the reason the Vehicle did not sell was not due to any fault of HW. Seller / Owner must give HW a five (5) day notice before sending the Vehicle to another HW auction for sale and agree to sell the item under the same terms and condition as advertise and stated for such auction. Seller / Owner agrees that HW has no liability for loss or damage to the Vehicle or other items left with HW at any place of auction, and it shall be the Seller / Owner's obligation to remove said items at Seller / Owner's sole cost and expense.

Consignor Signature

Date









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## IMPORTANT TITLE INFORMATION

To sell your vehicle, please be sure the following is done prior to the auction:

-  **The VIN on your car must match your title.** Our inspection team at the auction **MUST** be able to read the VIN to verify it on your vehicle. (If home built custom or if there is a question, please contact our office).
-  If you are a private seller - **The Title Must be in your Name**
-  If you are a Auto Dealer - **The Title Must have Re-assignment space** or an applicable state re-assignment form.
-  If your vehicle is part of a Trust - **The Title and Original Trust Papers** will be required.
-  If your vehicle is part of an Estate - **The Title and Executor Paperwork** and a copy of the Death Certificate.
-  If Vehicle has a lien - **It Must be Satisfied**. Please contact our office for Additional Information.

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 **Original Title must be delivered in Office at Check-In**



 If you are Claiming Actual Miles - **The Actual Miles must be on Title** or you must surrender adequate original documents verifying your claim.

IT IS YOUR RESPONSIBILITY AS THE SELLER TO VERIFY THE ACCURITACY OF THE COMPLETE **VIN** ON THE VEHICLE AND TITLE, BEFORE ATTENDING **THE AUCTION!**

---

On the day of CHECK-IN at our Auction - If your Title does not meet the limitation listed above and is not presented to us in a negotiable manner.

### **THE CONSEQUENCES WILL BE AS FOLLOWS:**

-  Any typo errors on a Title that are fixable, will be at the digression of our Title Clerk's Approval and will be subject to a \$100 Correction Fee.
-  All Others will forfeit their consignment fee and number, and this vehicle will not be allowed to stay on auction property.

**Please don't hesitate to call our office and ask for our Title Clerk, she will gladly assist you with any Question!**





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## VEHICLE DIGITAL PHOTOGRAPHY GUIDE

### HELPING US TO PROPERLY PROMOTE YOUR VEHICLE

Potential Buyers, especially on our website and advertising.  
Want to see lots of great photos and good detailed descriptions.

#### Here are suggestions on taking great pictures

##### SHOOT OUTDOORS:

**Outdoor lighting** is the best.

**Indoor Photos** it is harder to get the lighting right, will make the vehicle look shadowy.

"Remember you want the best look for your vehicle, is to stand apart from others."



##### LIGHTING:

Best lighting is on a bright day, photos seem to have more depth, it shows the paint finish, and reflects the chrome better!



##### ANGLES:

###### Primary Shot

A low 3/4 front shot, showing front grille and side. Get the whole vehicle in shot.



###### Secondary Shots

Show the entire vehicle, all sides front - sides - rear - top



##### DETAILED SHOTS:

Show details anything significant interior - engine - odometer - etc.

##### BACKGROUNDS:

Place the vehicle in a clean attractive setting, some include but not limited to.

Country - Beach - Park - Fancy Home - Architectural Building. Avoid clutter, light poles, overhanging trees, other cars, people, pets, or anything. That might be a distraction to, take away from, or reflect in the vehicle paint.

Park on pavement if possible, grass looks nice but colorizes the chrome and shadows the painted lower body panels.

**DO NOT HAVE PEOPLE OR PETS IN PHOTOS**, you are selling a vehicle not your wife kids or family pet

#### Options for sending your great Digital Photos you have taken.

- 1 Go to any photo store having Photos put on CD and mail with this packet
- 2 Load Photos onto a computer and E-mail to [hollywoodwheelsinc@hotmail.com](mailto:hollywoodwheelsinc@hotmail.com)  
On Subject line - your vehicle year, make, and model



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# CREDIT CARD AUTHORIZATION

This is a One Time Credit Card Authorization Form to pay for your Consignment Fees

I, \_\_\_\_\_ hereby authorize Hollywood Wheels, Inc. to charge my credit card for the amount invoiced. I certify that I am a person who is authorized to use this credit card.

Credit Cardholder Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

### Card Information

Card Number: \_\_\_\_\_

Card Type: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Visa - M/C - AmEx Month Year

SEC Code \_\_\_\_\_  
Located on Back (3 or 4 digit)

Card Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

### Charge Information

|                 | Quantity | Fee      | TOTAL    |
|-----------------|----------|----------|----------|
| Consignment Fee | _____    | \$ _____ | \$ _____ |

As the Credit Card holder, I only authorize Hollywood Wheels Inc. to charge for this one purchase. Any other purchases will require another authorization.

Your completion of this authorization form helps us to protect you, our valued customer, from credit card fraud. Hollywood Wheels Inc. will keep all of your information entered on this form strictly Confidential.