

CONSIGNMENT AGREEMENT FOR SALE OF AUTO BY AUCTION

Agreement made this date:

X

between **LOUIS J. DIANNI, Auctioneer** and the **Consignor**:

CONSIGNOR:	X
Address: (where the consignor check will be sent)	X
Phone of consignor: (cell)	X
Phone of consignor: (other)	X
Fax of consignor :	X
Email of consignor :	X

Hereafter called "Consignor", and **LOUIS J. DIANNI**, hereafter called "Auctioneer".

1. The Consignor hereby employs the Auctioneer to sell at a public, live and simultaneously live on-line auction, the auto(s) described on Page 3 (and additional addendum items, if any) of this agreement. The automobile is to be delivered by the Consignor either to the Auctioneer directly or by a mutually agreed upon place of convenience, generally the auction site: **Delivery address - 23 Garrison's Landing, Garrison, NY 10524; Delivery time - Friday 8/7/15 between 10-1pm.**
2. The Auctioneer will prepare the auto to be sold as a lot and will offer the auto for inspection to perspective bidders. A "lot" is defined as any single unit, usually indicated by a number in the on-line catalog offered on www.LouisJDianni.com. The consigned item(s) are to be offered with reserve. The Auctioneer shall photograph and catalog the lots for Auction and shall in every way endeavor to sell the autos for as high a price as may be obtained for them. However, no guarantee is made as to gross or net return to the Consignor, or the performance of any bidder. A fee of \$100.00 per auto will be charged which will include an auto specific ad on Hemmings.com. There is no other fee collected from the consigner.
3. The Consignor agrees that any unsold auto is the responsibility of the Consignor to either pick up directly after sale, or arrange and pay for transport and shipping back to himself within 24 hours of the conclusion of the lot.
4. Marketing expenses are incurred by the Auctioneer. The Auctioneer agrees to accept in person, absentee, online and phone bids on the Consignor's autos and execute those bids competitively against all other bids.
5. The Auctioneer agrees to provide the Consignor with a statement of his items sold at the auction, along with the net proceeds approximately forty-five (45) days after the successful, completed sale of item(s).
6. The Consignor states by consignment of any auto that he has clear title to that item, and that the auto is free of encumbrances of any kind, including but not limited to estate issues. Should any issues of ownership arise after a completed sale, then any and all costs involved in rectifying any issues relating that sale, including attorney's fees, will be borne by the Consignor.

Consignor Signature – **X**

Date **X**

Louis J. Dianni

Date **X**

Louis J Dianni, LLC

11110 West Oakland Park Blvd, Suite 314 Sunrise, FL 33351 U.S.A.

Phone: (954) 895-8727 | Fax: 888-371-4620 | Email: LJDMarine01@gmail.com | Website:

www.LouisJDianni.com

CONSIGNMENT AGREEMENT FOR SALE OF AUTO BY AUCTION

Auctioneer/Louis J. Dianni, LLC.

Louis J Dianni, LLC

11110 West Oakland Park Blvd, Suite 314 Sunrise, FL 33351 U.S.A.

Phone: (954) 895-8727 | Fax: 888-371-4620 | Email: LJDMarine01@gmail.com | Website:
www.LouisJDianni.com