Revised: 3/29/2022

New England Vintage Boat and Car
Auction Consignment *Automobile* Contract Agreement
Deadline July 6, 2022 / Or Until Maximum Limit

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____Email: _____

Item Type (Please Circle): Car Motor Boat Outboard Motor/Parts

Sailboat Canoe Kayak Dory Artifact/Collectible

Year: _____ Make: _____ Model: _____ Condition: _____

***Note**: Most recent registrations **MUST** accompany consignment form. Please fill out the attached Bill of Sale and Statement of Condition. **Items without completed paperwork cannot be included in the auction**.

Reserve Required: Yes_____ No_____ (Do not include amount. We will contact you.)

Please carefully read the below terms and conditions:

1.) A **commission fee of 6.5%** will be deducted from the gross auction final bid by the New Hampshire Boat Museum (NHBM).
2.) **Net proceeds will be paid to the consignment owner by NHBM via check within twenty-one days following the receipt of good funds by our bank.**
3.) **A $100 fee is required for each item with a reserve price. This fee is NON-REFUNDABLE, unless the item sells for more than $1,000, at which point the entire $100 is refundable.** Refunds are not returned on items sold below $1,000. Owner may request that the item being consigned for the auction have a reserve set as a minimum price, which is the minimum net amount acceptable to the consignor. An item accepted for the auction with a reserve is accepted at the Museum's discretion. Paperwork submitted will be viewed as pending until agreement is reached on a reserve amount. Reserve amounts are not made public by the Museum. A reserve cannot be raised once the item has been accepted but may be reduced or eliminated prior to 9 am the morning of the auction.

For Information Only,
Contact Auction@NHBM.org for Consignment Approval

I hereby commission the New Hampshire Boat Museum to sell the items listed above to the highest bidder by public auction. I certify that I am the owner of the above listed goods, merchandise and/or property and have clear title and every right to sell the item and the item is free from all encumbrances. I agree to hold harmless the New Hampshire Boat Museum, the auctioneer, the staff, and volunteers from any claims of the nature referred to in this agreement. The seller is responsible for carrying insurance on items in the auction until they are sold.

I acknowledge that I have read and understand the terms and condition of the NHBM auction which are part of this contract and have represented the consignment item to the best of my knowledge.

Consignor Signature: _____ Date: _____

Consignor Tax ID #: _____

New England Vintage Boat and Car Auction

Terms and Conditions

1. All items consigned to the New England Vintage Boat and Car Auction (hereafter referred to as the Museum) with a reserve price are subject to a **$100 Registration Fee**. This fee is nonrefundable unless the boat/item is sold at this Auction for more than $1,000. Items sold for less than $1,000 will not be refunded the reserve fee.
2. Items that do not meet the established reserves will be "passed" by the auctioneer. Efforts will be made by the Museum to assist consignors whose items do not meet the reserve through the normal bidding process. It is strongly recommended that **consignors be at the auction** or available by phone during the hours of the auction. The same terms with regard to fees apply in post auction sales.
3. **All items sold in this auction are sold in "as is" condition.** All guarantees on vehicles or other consigned items are between buyer and seller and in no way shall the Museum or auctioneer be responsible for correctness, warranties or genuineness, or description of property. Condition of each item is represented by the consignor, not the Museum. This information will be expressed on the auction lot tag.
4. The transfer of title or ownership will be negotiated between the buyer and the seller and in no event shall the auctioneer or the Museum guarantee title. The seller is responsible for removing any license plates from his car, boat and/or trailer prior to Auction.
5. Payment to the consignor will be made within twenty-one (21) business days after receipt of collected U.S. funds from the buyer. All sales are subject to confirmation. No sales are considered final until all checks and credit card payments have cleared and are in the Museum's bank. If, for any reason, a buyer cannot or will not close a sale by paying the amount due, the seller and not the Museum retains liability.
6. Insurance against all perils and loss must be provided by the consignor if such protection is desired. Security will be provided by the Museum 24 hours prior to the Auction. Yet in no event, including NHBM hauling boats, trailers, or cars for consignors, does the auctioneer or Museum assume any liability for the condition of a consignor's item. Further, the museum cannot accept responsibility for loose items left with the item(s) that are not recorded as items in their own right and can be separated or misplaced during the auction.
7. All Consignment paperwork and quality photographs must be in the hands of the Museum by July 9
8. **The last day to drop off items that have been consigned is the Thursday preceding the auction sale date.**
9. **All unsold items must be removed from the premises no later than 10 days following the date of sale. In the event that the item is not removed within this period of time, the Museum will remove the item and provide storage at the owner's expense for a fee of $50 a day. After 90 days the museum will take ownership of the item.**
10. If the consigned item(s) are sold by the consignor after the auction the consignor agrees to pay the New Hampshire Boat Museum, d/b/a The New England Vintage Boat and Car Auction, a sum equal to the agreed commission on the amount realized within 30 days of the auction date.
11. The Auctioneer/Museum reserves the right to reject any and all boats and items which, in their opinion, do not meet their standards of condition or age to be included in this sale. Special attention must be given to the running condition of all motors. Owners are required to provide a "Statement of Condition"; histories and statements regarding running conditions of all engines. If engines do not run that must be clearly stated or described in the statement of condition.
12. This agreement shall in all respects be interpreted in accordance with the laws of the State of New Hampshire and subject to compliance with Title II of the Uniform Commercial Code.
13. The New Hampshire Boat Museum is a non-profit 501(c)3 organization registered with the State of New Hampshire and as such, donations may be tax deductible as allowed by law.
14. **TAX CREDIT on item(s) will occur in the year the Auction is held and will be for only the actual amount that the item sold for.**
15. THE AUCTIONEER AND/OR THE MUSEUM ASSUME NO LIABILITY FOR DAMAGE TO OR LOSS OF CAR, BOAT OR ITEMS CONSIGNED OR ANY WARRANTY EXPRESSED OR IMPLIED.

The undersigned hereby certifies that I am a resident of_____(city/town) in the State of _____ and that I am the owner of a (year) _____ (make)_____ (model) _____ (VIN)_____against which there are no liens or encumbrances. I also acknowledge that I have read and agree to all terms and conditions stated herein.

Print Name:_____ Signature:_____ Date: _____

New England Vintage Boat and Car Auction
Statement of Condition

I _____ (name of seller) a resident of the town of _____ in the state of _____ certify that I owned the following item:

Item Type (Please Circle): Car Boat Outboard Motor/Parts
Sailboat Canoe Kayak Dory Artifact/Collectible

Year: _____ Make: _____ Model: _____

Please describe the running condition of the item engine/motor:

_____

_____

_____

_____

Repair record (attach copies of any manuals and receipts for work done):

_____

_____

_____

Are there any issues concerning the boat or car that the buyer should know about?_____

_____

_____

The above property is being sold in "as is condition." The seller makes no warrantees, express or implied (except as specifically stated above.)

Seller Print Name: _____ Seller Signature: _____

Date: _____

New England Vintage Boat and Car Auction

Bill of Sale

Seller Legal Name: _____

Seller Address: _____

Seller Date of Birth: _____ Seller Phone Number: _____

Please provide a detailed description of the item including:

Cars

Make: _____ Model: _____ Color: _____ VIN #:_____

Model Year: _____ Type of Body: _____ Number of Cylinders: _____

Boats

Bow Number (if any): _____ Vessel's Year of Manufacture: _____ Vessel Make: _____

Vessel Model: _____ Vessel Length (Bow to stern in feet and inches): _____

Principle Material from Which the Hull is constructed (wood, fiberglass, aluminum, etc): _____

Type of Propulsion (Outboard, inboard, electric, sail, etc..): _____

Manufacturer's Hull ID#: _____ Horsepower: _____

The seller warrants that the property being transferred to the buyer is free and clear of any liens and encumbrances. The above property is being sold in "as in condition." The seller makes no warranties, express or implied (except as specifically stated above).

Seller Signature: _____ Date: _____

To be filled Out on the Date of Sale by the Buyer:

Transfer and Assigned to (buyer name): _____

Buyer Address: _____

This transfer is effective as of (date): _____

Car Form
(Please fill out this form with as much detail as possible as this greatly improves chance of sale.)

Car Summary:

_____
_____
_____
_____
_____
_____

Car Information:

Manufacturer: _____
Model: _____
Year: _____
Style: _____
VIN #: _____
Mileage: _____
Exterior Color: _____
Interior Color: _____
Years Owned: _____
Comments: _____

_____

Engine Details:

Cylinders: _____
Transmission: _____
Engine Size: _____
Mechanical Condition: _____
Comments: _____

_____

Restoration Details:
(Please describe any details on restoration work)

Owner/Shop: _____
Description: _____

_____
_____
_____
_____
_____
_____
_____

Owner Rates the Following:
(Please describe the condition as 1 Excellent, 2 Fine, 3 Very Good, 4 Good, 5 Restorable, or 6 Parts Car using the attached How To Use Price Guide provided by Old Cars Weekly)

Overall Condition: _____

_____
_____
_____

Documentation:
(*Please attach copies of the below documents if applicable*)

Title: _____
Bill of Sale: _____
Receipts for Work Completed: _____

_____
_____

Tips for Rating Your Vintage Car from *Old Cars Weekly News & Marketplace*

Old Cars Report Price Guide condition codes fit the following descriptions:

1.) **Excellent:** Restored to current maximum professional standards of quality in every area, or perfect original with components and appearing as new. A 95-plus point show car that is not driven. In national show judging, a vehicle in number 1 condition is likely to win top honors in its class. In a sense, it has ceased to be an automobile and has become an object of art. It is transported to shows in an enclosed trailer, and, when not being shown, is stored in a climate-controlled facility. It is not driven. There are few number 1 vehicles.

2.) **Fine:** Well-restored, or a combination of superior restoration and excellent original. Also, an extremely well-maintained original showing minimal wear. Except for the closest inspection, a number 2 vehicle may appear as a number 1. The number 2 vehicle will take the top award in many judged shows, except when competing against a number 1 example in its own class. It may also be driven 800-1,000 miles each year to shows, on tours or simply for pleasure.

3.) **Very Good:** Completely operable original or "older restoration" showing wear. Also, a good amateur restoration, all presentable and serviceable inside and out. Plus, combinations of well-done restoration and good operable components; or a partially restored car with all parts necessary to complete it and/or valuable new old stock (NOS) parts. This is a "20 footer." That is, from 20 feet away it may appear perfect. But as we approach it, we begin to notice that the paint may be getting thin in spots from frequent washing and polishing. Looking inside, we might detect wear on the driver's seat, foot pedals and carpeting. The chrome trim, while still quite presentable, may have lost its sharp, mirror-like reflective quality it had when new. All systems and equipment on the car are in good operating order. In general, most of the vehicles seen at car shows are in number 3 condition.

4.) **Good:** A drivable vehicle needing no, or only minor work to be functional. Also, a deteriorated restoration or a poor amateur restoration. All components may need restoration to be "excellent," but the vehicle is mostly usable "as is." This is a driver. It may be in the process of restoration or its owner may have big plans, but even from 20 feet away, there is no doubt that it needs a lot of help.

5.) **Restorable:** Needs complete restoration of body, chassis and interior. May or may not be running, but isn't weathered, wrecked and/or stripped to the point of being useful only for parts. This car needs everything. It may not be operable, but it is essentially all there and has only minor surface rust, if any rust at all. While presenting a real challenge to the restorer, it won't have him doing a lot of chasing for missing parts.

6.) **Parts Car**: May or may not be running, but is weathered, wrecked and/or stripped to the point of being useful primarily for parts. This is an incomplete or greatly deteriorated, perhaps rusty vehicle that has value only as a parts donor for other restoration projects.

Tips to Successfully Selling Your Boat or Car at the New England Vintage Boat and Car Auction

Paperwork and Pictures

Getting your pictures and paperwork in early and/or by the deadline is critical to a successful sale. We need completed paperwork and good quality photos for advance advertising to our auction attendees. The more time the Museum has to advertise your item, the better chances of a final sale. We post the items to our comprehensive auction website, our Facebook page, E-newsletters, AuctionZip.com, and Craigslist.

Setting a Realistic Reserve

Some sellers choose to set a minimum reserve price for their boat or car. This is the minimum dollar amount that you will accept as the winning bid in the auction. We help you with choosing a realistic reserve that will encourage interested bidders. The reserve we set with you is based on our knowledge of the current auction market. High reserves are frequently not met in spite of the best efforts by our auctioneer. All reserves must be set in advance with our Reserve Specialist.

You Should Attend the Auction if You Have Set a Reserve

By attending the auction, we work one-on-one with you to increase your chances of a sale. You may find that the bidding comes very close to your reserve and then agree to sell the car/boat at this price. Or after your item has passed we often work one-on-one with you and a potential buyer in "the bid goes on" tent to see if we can come to an agreement on a sale price. Without your presence at the auction, we cannot negotiate on your behalf, and you may lose an acceptable sale.

Tips on Photographing Your Item to Maximize Your Sale

Quality photos and detailed descriptions of your item from your paperwork generate interest and sales. All items appear on our auction website (nhbm.org) and AuctionZip.com with as many detailed photographs as you can provide.

How to Photograph Your Item:

- Take at least one photograph of the item so that the front and sides are visible- a "three-quarter" view. Take the photo so the car or boat almost fills the frame. This will be the photo we use as the cover image on our website (see example to right).
- Take several photos- interior, exterior, engine, trailer, and cover as many angles as you can.
- Consider the background of the photo and make sure it is attractive and uncluttered.
- Take the photo in good lighting, the best is outside with the sun behind you.

Below: Good example how to photograph your item

Above: Not acceptable

Avoid These Things When Photographing:

- Do not take photo with people in the frame.
- Do not crop part of the item from the photo.

Clean Your Boat or Car

Our experience is that clean boats/cars attract more attention and increase your chance of a sale. It is hard for people to consider buying a boat that has not been washed and cleaned. We highly recommend taking the time to clean the inside and outside of your boat/car. If you don't have time, we recommend taking it to Wolfeboro Car Wash and Executive Detail that specializes in both detailing of cars and boats. Not only will this make a sale, but will increase the value of your boat.

Further Questions?

We want you to sell your boat or car! If you have questions please call Martha at 603-569-4554.