2026

MARTIN AUCTIONEERS, INC.

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VEHICLE CONSIGNMENT SALE CONTRACT

The undersigned consignor hereby enters the horse-drawn or pony-drawn vehicle, described below for sale at auction to be held by Martin Auctioneers, Inc. as consignee on **October 16, 2026** , **PA**, subject to the following terms and conditions.

1. Consignor shall deliver the vehicle to the place of sale by 6:00 PM one day prior to sale at Consignor's expense, subject to the direction of consignee. Martin Auctioneers, Inc. reserves the right to withdraw any property at any time before actual sale.

2. No vehicle shall be withdrawn from sale by Consignor unless such withdrawal is approved in writing by Martin Auctioneers, Inc. Consignor assumes all risk of loss for destruction of or damage to the vehicle by fire or other natural cause and for any loss resulting from the theft of or the intentional or malicious damaging of the vehicle by any person or persons. Upon the vehicle being knocked off or otherwise sold to any buyer, all risk of loss as aforesaid shall become the responsibility of such buyer.

3. In storing and selling the vehicle, Martin Auctioneers, Inc. is acting only as agent of Consignor. The Consignor guarantees the title of the vehicle to the buyer and thereby represents that there are no liens or encumbrances upon the vehicle and that no interests in the said vehicle other than that of Consignor exist. Consignor agrees to defend and hold harmless Martin Auctioneers, Inc., its agents and employees, from any claim, action, suit, or cause of action, which may arise against Martin Auctioneers, Inc., its agents or employees, as a result of the breach or alleged breach by Consignor of these warranties. Consignee shall have a period of not less than fifteen (15) business days after the date of sale in which to settle all accounts with Consignor.

UNDER ALL CIRCUMSTANCES, MARTIN AUCTIONEERS, INC., IS ACTING ONLY AS AGENT OF CONSIGNOR AND SHALL NOT, UNDER ANY CIRCUMSTANCES, BE DEEMED PURCHASER OF THE CONSIGNED ITEMS IN THEIR OWN RIGHT. IN EXECUTING THIS AGREEMENT, CONSIGNOR HEREBY DESIGNATES MARTIN AUCTIONEERS, INC., AS AGENT OF CONSIGNOR FOR THE SALE OF THE VEHICLE AND AUTHORIZES IT, ITS AGENTS AND EMPLOYEES, TO SELL THE VEHICLE AS HEREIN PROVIDED.

4. Acceptance of the Consignment Sale Contract by Consignee is conditioned upon receipt of the following, which must accompany this Consignment Sale Contract:
   (A) Clear photographs of the vehicle.

5. Consignee shall deduct from the proceeds of any sale of carriages, sleighs, or other horse or pony drawn vehicles, a commission, in addition to the calculated as follows:
   (A) If the vehicle is sold, the commission rate shall be **twelve percent (12%) of the gross amount.**
   (B) If the vehicle is bid in by the owner or a person designated by the owner, (indicating a no sale or buy back) the commission rate on the gross amount, shall be as follows:
      1) $0.00 to $3,000.00 ~ 12% (Maximum $300)
      2) $3,001.00 to $5,000.00 ~ $400.00
      3) $5,001.00 to $10,000.00 ~ $500.00
      4) $10,001.00 to $15,001.00 ~ $700.00
      5) For each $5,000.00 over $15,001.00 an additional $100.00

6. In the event that any advertised vehicle is improperly withdrawn from sale by Consignor, the commission shall be as stated in condition 5B. Consignor shall not make any substitutions for an advertised vehicle improperly withdrawn from the advertised auction session. Filling any vacancies shall be at the discretion of Martin Auctioneers, Inc.

7. Martin Auctioneers reserves the right to conduct said auction without producing or making available catalogs for said auction.

8. All merchandise "bought back" for or by the owner are not the responsibility of Martin Auctioneers, Inc., or its agents or employees, and must be removed from the sale site within twenty-four (24) hours of last sale day. Martin Auctioneers, Inc., its agents or employees, will not be held responsible for errors in executing a reserve bid.

9. Consignor understands private sales shall not be conducted on auction premises.

10. **Name of Vehicle**_____
Name of Maker (if any)_____ Serial No. (if any)_____
Unusual Features_____
Equipment, if any, being sold with the vehicle (lamps, wrenches, jacks, pole, shafts, etc.)_____
_____
Restored? Yes_____ No_____New_____
Is Upholstery Restored?_____Present Color of Vehicle_____

11. Consignor, by executing this Agreement, authorizes and directs Martin Auctioneers, Inc., to deduct from the proceeds, after deducting there from all commissions due under Paragraph 4, any and all sums which be owing from Consignor to Consignee.

12. Consignor certifies that he has read and fully understands all terms and conditions hereof. Consignor further certifies that the address and telephone number appearing beneath his signature below are his true and correct address and telephone number.

THIS CONTRACT IS NOT VALID UNLESS EXECUTED BY MARTIN AUCTIONEERS, INC., AND WILL NOT BE ACCEPTED UNLESS ACCOMPANIED BY A CLEAR PHOTOGRAPH OF THE VEHICLE.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____day _____, 20_____ intending to be legally bound hereby.

By:_____
Agent for Martin Auctioneers, Inc.

C- _____ LOT # _____

Initial for no reserve _____

Reserve Amount $ _____

X _____
Consignor Signature

_____
Consignor Printed Name

_____
Consignor Address

_____
Address

_____
Consignor Phone Number & Email Address

To be included for online auctions, we request multiple, good quality photographs, detailed descriptions & measurements (shafts, wheels, etc.).