



3600 Deepwater Terminal Road
Richmond, Virginia 23234
Tel: 804-232-3300
Fax: 804-232-3301

FACSIMILE COVER PAGE

To: From:
Fax #: Fax #: (804) 232.3301
Phone #: Tel #: (804) 232.3300
Company:
Subject: Consignment Packet for July 24, 2009 Construction Equipment and Truck Auction
Sent: Pages:

PLEASE READ – IMPORTANT INFORMATION

Thank you for your Business!!

Simply fill out the attached contract and fax back with a **DETAILED DESCRIPTION** of your asset(s) including serial numbers or VIN. Make Copies & attach additional pages if necessary! Contracts received by **July 2nd** will receive the discounted “In-Brochure” commission rate schedule and these items will appear in the color brochure, provided a description of the asset has been submitted.

Please note the delivery times and dates for this auction:

ALL ITEMS MUST BE ON THE YARD BY TUESDAY, JULY 21st AT 4:00 PM. ADVERTISED SMALLS/PALLETIZED ITEMS MUST BE DELIVERED BY SATURDAY, JULY 18th, 2 PM. THE SALE DAY CATALOG WILL GO TO PRESS WEDNESDAY, JULY 22nd.

NOTE: INSTRUCT YOUR TRANSPORTER TO REPLACE THE DRIVE SHAFT OR AXLES ON YOUR UNITS TO INSURE YOUR ITEMS WILL BRING MORE MONEY.

Email digital photos of your assets to **industrial@motleys.com**. Photos will be selected for the brochure based on variety, asset quality and photo quality. Use the “taking pictures” instructions on the delivery schedule in this packet for best results.

We appreciate the opportunity to earn your business!



INDUSTRIAL DIVISION

Seller (To Appear on Check): _____ # _____

Contact Person: _____

Mailing Address: _____

City/State/Zip: _____

Physical Address: _____

Email: _____

Phone: _____ Fax: _____

ANNUAL AUCTION AGREEMENT

(804)232-3300 (o), (804)232-3301 (f)
3600 Deepwater Terminal Road,
Richmond, VA 23234

1. Seller does hereby commission Motley's Auction & Realty Group, VAAL 16, (hereinafter "Motley's") to sell the goods, merchandise and/or property (hereinafter "items") listed below to the highest bidder by public auction and to deduct a commission and fees according to the following schedule. A \$35.00 photograph fee will apply for each of the Seller's items pictured in the brochure.

Items in Brochure: Under Contract by 22 Days Prior to Sale

Table with 3 columns: Sale Price Per Item, Percentage, Minimum Fee Per Item. Rows include price ranges from \$0.00-\$499.00 to \$5,000.00+.

Items Not in Brochure: Under Contract After 22 Days Prior to Sale

Table with 3 columns: Sale Price Per Item, Percentage, Minimum Fee Per Item. Rows include price ranges from \$0.00-\$499.00 to \$5,000.00+.

- There is \$200 Registration Fee per approved reserve.
• There is a \$50.00 minimum commission for all vehicles and trailers sold.
• An additional 10% commission per item surcharge (Maximum \$175.00) will be applied to all items delivered to the auction site within 40 hours of the auction (after 5PM, 2 days prior to sale).
• All smalls/palletized items must be delivered 6 days prior to auction. At Motley's sole discretion, items may be allowed into the auction after this time with an additional 10% commission (\$35.00 minimum) per lot surcharge.

2. Seller agrees to deliver & unload the listed item(s) to the auction site not less than 72 hours prior to the auction date and that no item(s) will be withheld or withdrawn from the auction. Should seller fail to so deliver any item(s), Seller shall be responsible to Motley's for liquidated damages in the form of (1) Motley's commission based upon the Fair Market Value as determined by current market conditions and Motley's or reserve price (whichever is greater); and incidental damages of (2) the reasonable travel expenses, lodging, etc., actually incurred by a customer(s) of Motley's who actually attended the auction for the purpose of bidding on the withdrawn item(s), and; (3) Motley's reasonable attorney fees incurred in enforcing any provision of this Agreement. Seller agrees to accept full responsibility and risk of loss for all items until sold and shall hold harmless Motley's, its agents, employees and contractors in the event of theft, damage or casualty loss. Motley's reserves the right to bid at auction on any item.

3. Seller warrants and certifies that he/it: (1) is the owner or legal representative thereof of the listed items; (2) has good title and authority to sell the items; (3) the listed items are free from all encumbrances, liens or claims of third parties; or (4) has made the mandatory disclosure, in writing to Motley's prior to the sale, of any encumbrances, liens or claims of third parties. Seller will indemnify and hold harmless Motley's from any and all claims and/or damages, including attorney fees, resulting from any defect in the foregoing warranty and representations.

4. Seller agrees to accept all responsibility for providing clear and merchantable title and for delivery of title documents to Motley's not less than two business days (48 hours) prior to the auction date after which time at \$45.00 Late Title Fee will apply. If titles are not delivered to Motley's prior to the auction, the item corresponding with that title will not be sold. Seller shall reimburse Motley's for any commission(s) lost by Motley's due to Seller's failure to provide clear and merchantable title.

5. Any cleaning or repairs (except batteries) deemed necessary by Motley's and agreed upon by the Seller shall be deducted from the Seller's auction proceeds. Seller is responsible for the following: (1) adequate fuel and fluid levels, (2) charged batteries, and (3) providing information to Motley's regarding any safety or dangerous defects in their items (i.e. no brakes, problems with aerial lifts, etc.). Replacement and/or service of the above items by Motley's will be charged at actual cost plus \$15.00 per 1/4 hour for labor. Items which fail to start due to poor battery condition will be charged a one time jump start fee of \$20.00 per item or the battery will be replaced at Motley's discretion. In addition, storage fees or any other selling fees will be deducted from the seller's auction proceeds.

6. Any reserve price must be approved by Motley's and, if accepted, will require prepayment of a \$200.00 registration fee per item. Motley's reserves the right to place absentee bids on behalf of the Seller to represent reserve prices. Motley's reserves the right to sell within one increment of the established reserve price at its discretion. No reserves accepted under \$800.00. Sellers are expressly forbidden from bidding on their own items! Violators will be asked to leave and not be permitted to return.

7. No machines or vehicles are allowed into the auction grounds leaking fluids. Any leaks discovered will be contained and remediated by Motley's at the Seller's expense.

8. If Motley's has to provide extraordinary assistance in unloading there will be a minimum \$50 fee per item.

9. Motley's reserves the right to settle any and all disputes regarding a buyer's default or misrepresentation by Seller in reference to year, make, model or referenced condition of item(s) sold. Resale of any item will be at Motley's and Seller's discretion and suit of defaulting buyer at Seller's expense.

10. All aspects of this contract including sales commission are confidential. The Seller agrees that all aspects of the auction including the Auctioneer's marketing and sales techniques are to be discussed exclusively with Motley's.

11. This Agreement shall be governed by the laws of all local, state and provincial governments and should any part of it be declared in violation by same, the remaining provisions shall not be affected and shall remain in full force and effect. No modification or addition shall be binding unless in writing and signed by the parties hereto. This Agreement shall be binding upon parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Vehicles and trailers must have a vehicle ID number permanently affixed and titles must be delivered to Motley's prior to the auction. Otherwise, these items will not be sold.

13. Seller is responsible for removal of unsold or unclaimed property within 5 business days following the auction. For each item remaining after the removal deadline, there will be a \$10.00 per day storage fee charged. Settlement will be delayed until all removals have been completed and storage fees paid.

14. Settlements with an itemized report and check will be mailed within 10 business days of the auction provided that Seller has adhered to all contract agreements. Rapid settlement is available for \$50.00 or a 1% surcharge, whichever is greater.

15. In the event that the item is sold before or after the auction by brokerage, seller agrees to pay a flat 10% commission per lot.

16. In the event the auction is delayed or postponed due to factors not in the control of Motley's, the Seller agrees to sell at the new date.

17. At Motley's sole discretion, there will be a 1% Buyer's Premium on purchases over \$2500, and 10% up to and including \$2500 per lot. Subject to change.

SELLER WILL DESCRIBE PROPERTY BEING SOLD ON THE ATTACHED EXPRESS REGISTRATION SHEETS. ALL ITEMS DESCRIBED ON THE ATTACHED LISTING SHOULD BE ACCURATE AND COMPLETELY DESCRIBED.

I have read and accept the terms of this contract.

SELLER: _____
By: _____
Title: _____ Date: _____

AUCTIONEER: Motley's Auction & Realty Group
By: _____
Title: _____ Date: _____

Motley's Construction Equipment & Truck July 24th Auction Delivery Schedule, Directions, and Picture Taking Instructions

Auction Location: Motley's I-95 Auction Complex
3600 Deepwater Terminal Road, Richmond, Virginia 23234
(804)232-3300 Office (804)232-3301 Fax

Directions: Located off of exit 69 on I-95, six miles south of Downtown Richmond. Next to Cummins Atlantic and across I-95 from the Philip Morris Manufacturing Plant. Take exit 69 and follow the signs to Motley's!

Delivery Days & Times:

All Small items must arrive by Saturday, July 18th, 2 PM

Monday-Friday	July 13-17	8:00 a.m. – 4:00 p.m.
Saturday	July 18	9:00 a.m. – 2:00 p.m.
Sunday	July 19	CLOSED
Monday-Tuesday	July 20-21	8:00 a.m. – 4:00 p.m.

Wednesday July 22

LATE FEES APPLY

Catalog Closes at Noon on July 22nd

Thursday	July 23	Inspection Day – <u>NO DELIVERIES</u>
Friday	July 24	AUCTION DAY!

TAKING PICTURES

When taking a picture of your item, please use a neutral background. A good neutral background is a field, woods, or a building. If your truck or piece of equipment has a unique attachment or feature, also try to include that in any photograph that you take, so that it can be highlighted. Digital photos are preferred. Please email the photos to **industrial@motleys.com**. If you have any questions, please contact Motley's at (804)232-3300. We are here to help you get the most for your assets.



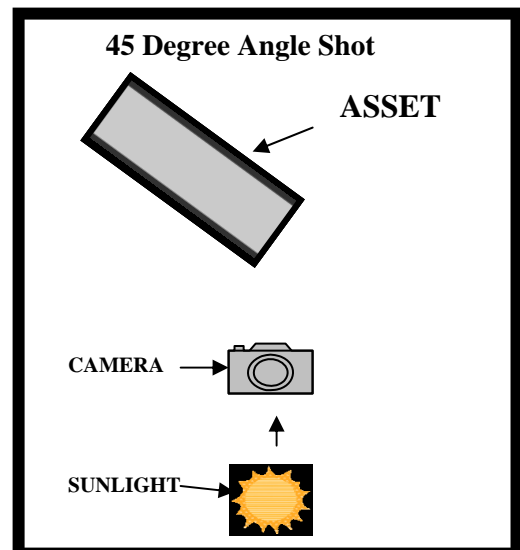
INDUSTRIAL DIVISION

3600 Deepwater Terminal Rd.

Richmond, VA 23234

804-232-3300 (O) 804-232-3301 (F)

www.Motleys.com, industrial@motleys.com





EXPRESS REGISTRATION FORM

AUCTION DATE

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3600 Deepwater Terminal Rd.
 Richmond, VA 23234
 804-232-3300(O) 804-232-3301 (F)

Date Arrived: _____ Hauler: _____

Office Use Only: Consignor # _____ Item # _____ # _____ \$ _____

Hauling charges: \$ _____ Repairs: \$ _____ Additional fees: \$ _____

Attention Sellers: Please fill out this form and fax back to 804.232.3301 (f). Use one form per item. Make copies as necessary!

Legal Owner _____	PIC1 _____	PIC2 _____	PIC3 _____
	PIC4 _____	PIC5 _____	PIC6 _____

Year Make _____ Model _____

Type _____ Inv./Co. Unit # _____

(i.e.: crawler tractor, p/u, road tractor, utility trailer, gooseneck trailer, etc.)

*****ATTENTION SELLERS THIS BOX MUST BE FILLED OUT*****

Is Item Being Sold with Reserve Yes No If Yes, How Much (Gross)? \$

I CERTIFY THIS INFORMATION TO BE CORRECT. I UNDERSTAND THAT IF THE TITLE IS NOT DELIVERED WITHIN 48 HOURS OF AUCTION DATE, A \$45.00 LATE FEE WILL APPLY.

X _____
 Authorized Signature, Name, Title _____ Date _____

VIN (Vehicle Identification Number) or S/N (Serial Number)

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10th

(VIN Year Code) A=80 B=81 C=82 D=83 E=84 F=85 G=86 H=87 J=88 K=89 L=90 M=91 N=92
 P=93 R=94 S=95 T=96 V=97 W=98 X=99 Y=00 1=01 2=02 3=03 4=04 5=05 6=06 7=07

Miles Showing
 (No Tenths)

Hours Showing
 (No Tenths)

Details/Options (i.e. – 4x4, GP Bucket, ECAB, etc.): _____

Engine: Brand _____ Model # _____ Type: Gas Dsl. HP: Cyl:

Transmission: Brand: _____ Auto Manual #Speed - 2 Speed Rear -

Air Brakes: A/C: Wheel Base: Number of Axles (Rear Only)

GVWR (Gross Vehicle Weight Rating) # _____ Ext. Color _____ Interior _____

Mechanical Condition: New Very Good Good Fair Poor INOP

Does Vehicle/Equipment run on its own power? _____ If no, state problem: _____

Note: Items which fail to start due to poor battery condition will be charged a one time jump start fee of \$20.00 per item or the battery will be replaced at Motley's discretion.

LIMITED POWER OF ATTORNEY AND INDEMNIFICATION

I/We _____ of _____ (“Grantor”) appoint Helen Berryman, Kristi Stephens, Robert Mann or William Fischer of Motley’s Auction & Realty Group – Industrial Division, (“Auction”) as attorney-in-fact, to disclose the mileage and to execute in my/our name, place, and stead any Certificate of Title, or other supporting papers, in whatever form or manner necessary to register and/or transfer ownership of title of vehicle(s) sold and/or bought at auction in my/our behalf and do hereby grant unto Auction full authority and power to do and perform any and all other acts necessary or incidental to the execution of the powers herein expressly granted, as the Grantor might or could do if personally present, with full power of substitution.

The Grantor does hereby indemnify and hold harmless Motley’s Auction & Realty Group – Industrial Division, its agents or assigns from any and all liability as a result of any discrepancy or inaccuracy in the mileage reflected on the odometer of any vehicle(s) at the time of auction sale; and from any damages resulting from such mileage discrepancy, including but not limited to consequential damage, costs, and/or attorney’s fees incurred by Motley’s Auction & Realty Group – Industrial Division.

Company or Individual Name: _____

By: _____ Title: _____

Signature: _____ Date: _____



DEPARTMENT OF MOTOR VEHICLES
ODOMETER DISCLOSURE STATEMENT

VSA 5 (Rev. 03/03)

(State and Federal laws require the seller of a motor vehicle to state the odometer mileage upon transfer of ownership. Incorrect information may result in civil liabilities or criminal penalties. (Sections 409, 412 and 413 of the Motor Vehicle Information and Cost Savings Act of 1972, Section 46.2-629 of the Code of Virginia.) This form may not be used if a title exists for this vehicle.

PLEASE COMPLETE SECTIONS A THROUGH C.

SECTION A

I, _____ (Transferor's name).
 certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle

unless one of the following statements is checked _____
 Odometer Reading (NO TENTHS)

CHECK ONE BOX ONLY:

- THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS
- THE ODOMETER READING IS NOT THE ACTUAL MILEAGE **WARNING-ODOMETER DISCREPANCY**

SECTION B

Vehicle Information

MAKE	BODY TYPE	MODEL
IDENTIFICATION NUMBER		YEAR

SECTION C

TRANSFEROR'S PRINTED NAME (SELLER)

TRANSFEROR'S STREET ADDRESS

CITY STATE ZIP CODE

DATE OF STATEMENT	TRANSFEROR'S SIGNATURE (SELLER)
	X _____
	X _____
	PRINTED NAME OF PERSON SIGNING

TRANSFeree'S PRINTED NAME (BUYER)

STREET ADDRESS

CITY STATE ZIP CODE

RECEIPT OF COPY ACKNOWLEDGED

X _____ Date _____
 TRANSFeree'S SIGNATURE - BUYER

X _____ Date _____
 PRINTED NAME OF PERSON SIGNING