

THE NEW HAMPSHIRE BOAT MUSEUM

PO BOX 1195 397 Center Street Wolfeboro Falls, NH 03896
Phone: (603) 569-4554 Fax: (603) 569-5931 www.nhbm.org

AUCTION CONSIGNMENT CONTRACT AGREEMENT

(Please read Terms & Conditions prior to completing form)

Name _____

Address _____

City _____ State _____ ZIP _____

Tel: () _____ Email _____

CONSIGNMENT DESCRIPTION

Please describe your boat/engine or item fairly and accurately, as this information will be used in advertising and at the auction block for description purposes. You are responsible for representation of this information.

NOTE: Most recent boat/trailer registration must accompany consignment form. Please fill out and sign Bill of Sale form in duplicate. Items without proper paperwork will not be auctioned.

ALL boats and trailers MUST be tagged with consignors name on both the boat and the trailer with indelible ink/Sharpie

BOAT INFORMATION: Year _____ Make _____ Model _____ Length _____

Hull # _____ # of Engine(s) _____ Make _____ # of Cylinders _____ HP _____

RESERVE PRICE: \$ _____

TRAILER INFORMATION: Make _____ Model _____ # of Axles _____ VIN or Serial# _____

ITEM(S) INFORMATION: _____

Consignment Repair, Reconditioning or Restoration History _____

1. A Commission Fee of 10% will be deducted, from gross auction final bid, by the NHBM. Net proceeds will be paid to the consignment owner by NHBM check twenty-one (21) days after completion of the auction.

2. A \$100 Fee is required for each item with a reserve price. This FEE is NON REFUNDABLE unless item sells.

Owner may request that the item being consigned for Auction to have a reserve price. The reserve price is the minimum net amount acceptable by the consignor. An item accepted for Auction with a reserve is accepted at the Museum's discretion. Reserves are not made public by the Museum. A reserve can not be raised once the item has been accepted but may be reduced or eliminated prior to start of the Auction. The reservation fee will be refunded if the boat is sold at auction.

I 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 good title and have the right to sell and that they are free from all encumbrances. I agree to hold harmless the New Hampshire Boat Museum and the Auctioneer against any claims of the nature referred to in this agreement. The seller is responsible for carrying insurance until the item is sold. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS WHICH ARE A PART OF THIS CONTRACT AND HAVE REPRESENTED THE CONSIGNMENT TO THE BEST OF MY KNOWLEDGE.

CONSIGNOR _____ **DATE** _____

Consignor Tax Payers ID # _____

NOTES:

1. Keep yellow copy and send original and back to the museum.
2. Include good quality color photos.
3. A non-refundable registration fee for each item consigned with a reserve is required.
4. PLEASE be sure to read terms and conditions and sign on reverse side.
5. Consignment forms must be filled in completely and received no later than 14 days prior to the Auction and are subject to confirmation by the NHBM.

Please read, acknowledge, and return original signed copy of Terms and Conditions along with Consignment/Donation Agreement and Bill of Sale

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AUCTION DONATION CONTRACT AGREEMENT (Please read Terms & Conditions prior to completing form)

Name _____
Address _____
City _____ State _____ ZIP _____
Tel: () _____ Email _____
Driver's License # _____ State Issued _____ Date Issued _____
Donors Tax Payers ID # _____

DONATION DESCRIPTION

Please describe your boat/ engine or item fairly and accurately, as this information will be used in advertising and at the Auction block for description purposes. You are responsible for the representation of this information.

NOTE: Most recent boat/trailer registration must accompany donation form. Please fill out and sign Bill of Sale form in duplicate. Items without proper paperwork will not be auctioned.

BOAT INFORMATION: ALL donations of boats and trailers MUST be tagged with the donors name on both the boat and the trailer with indelible ink/Sharpie

Year _____ Make _____ Model _____ Length _____
Hull # _____ # of Engine(s) _____ Make _____ # of Cylinders _____ HP _____

TRAILER INFORMATION: Make _____ Model _____ # of Axles _____
VIN or Serial# _____

ITEM(S) INFORMATION: _____

Consignment Repair, Reconditioning or Restoration History _____

I (we) own the personal property described above and desire to donate said property to the New Hampshire Boat Museum. I (we) do hereby irrevocably and unconditionally (subject to any attached agreement) give and transfer to the New Hampshire Boat Museum all right, title, and interest, including all copyright, trademark, and related interests, in and to the property described.

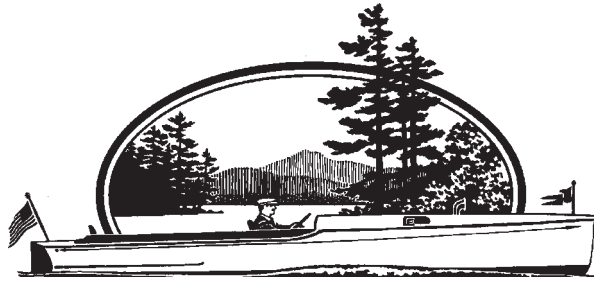
By my signature below, I accept the foregoing conditions and acknowledge reading any attached agreement.

Dated: _____
Donor

Date received: _____
For The NH Boat Museum

Title

Please read, acknowledge, and return original signed copy of Terms and Conditions along with Consignment/ Donation Agreement and Bill of Sale



New England Vintage Boat Auction
AUCTION TERMS AND CONDITIONS

1. All boats/items consigned to the New Hampshire Boat Museum (hereafter referred to as the Museum) Auction with a reserve price are subject to a **\$100 Registration Fee**. This fee is nonrefundable unless the boat/item is sold at this Auction.
2. **All boats or items sold in this sale 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 boat/item is represented by the consignor, not the Museum.
3. 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 boat or trailer prior to Auction.
4. Payment to the consignor will be made within twenty one (21) banking days after receipt of collected U.S. funds from the buyer. All sales are subject to confirmation.
5. 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 does the auctioneer or Museum assume any liability for a consignor’s boat, trailer or other items.
6. Boats consigned to the auction can be brought to the Museum during the seven (7) day period prior to the sale, and **MUST** arrive no later than Thursday at 4pm preceding the sale.
7. **All boats or items must be removed from the premises no later than 14 days following the date of sale. In the event that the boat or item is not removed within this period of time, the Museum will remove same and provide storage at the owner’s expense for a fee of \$50 a day.**
8. If the consigned boat or item(s) are sold by the consignor prior to the auction, the consignor agrees to pay the New Hampshire Boat Museum, d/b/a The New England Vintage Boat Auction, a sum equal to the agreed commission on the amount realized.
9. 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.
10. The consignor will furnish good quality color photos of his boat or item which will be suitable for sale promotion.
11. 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.
12. 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.
13. **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.**

THE AUCTIONEER AND/OR THE MUSEUM ASSUME NO LIABILITY FOR DAMAGE TO OR LOSS OF BOAT OR ITEMS CONSIGNED OR ANY WARRANTY EXPRESSED OR IMPLIED.

The undersigned hereby certifies that I am a resident of _____ (city/town) in the county of _____, in the State of _____ and that I am the owner of a (year) _____ (make) _____ (model) _____ (length) _____ (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.

Date _____

Name of Owner _____

Signature of Owner _____

Bill of Sale

Please fill out sign, and attach with consignment/donation form.

I, _____ (the seller)

Address: _____

Town: _____

State & Zip: _____

BOAT DESCRIPTION: Make _____ Model _____ Year _____

Hull # _____ Color _____ Engine(s) Make _____

of Cylinders _____ HP _____

TRAILER INFORMATION: Make _____ Model _____ # of Axles _____

VIN or Serial# _____

ITEM(S) INFORMATION: _____

The seller warrants that the property is being transferred to the buyer is free and clear of any liens and encumbrances.

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

Seller: _____

<p><i>To be filled out on date of sale</i></p> <p>Transfer and assign to _____ (the buyer)</p> <p>Address: _____</p> <p>Town: _____</p> <p>State & Zip: _____</p> <p>This transfer is effective as of: _____</p>
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