

### NORTH TORONTO AUCTION

#### All vehicles being auctioned are on consignment and not owned by North Toronto Auction unless Otherwise announced.

#### Please ensure that you have read and understand The Terms of Sale as outlined in this handout

If you have any questions about the **Terms of Sale**, please ask our auction staff in the office before placing a bid. **DO NOT BID** on any item(s) if you do not agree with these **TERMS OF SALE**.

This catalogue is to be used as a GUIDE ONLY. North Toronto Auction assumes no responsibility or liability for any errors or any incorrect information on this catalogue, please see Section #12 of the Terms of Sale. North Toronto Auction strongly recommends that ALL vehicles be towed from the premises. Please listen to the auctioneer for any announcements or changes to the catalogue.

	Auction Buy Fee Struct						
All Fees are subject to HST, and a \$12.50 OMVIC fee where applicable.							
Consignment Type	Auction Fee	Administration					
All Vehicles Purchased on W, X, Y, S, RC, MC & AG Lane. This includes Dealer, Public,	13% to maximum of \$700 Minimum \$125	\$120 administration fee will apply to vehicles that require ownership transfers.					
Fleet, Repossession and Government consignment unless listed in chart below.		There is no administration fee on Recreational Items.					
Industrial Equipment (IN)	13% to maximum of \$950 \$1600 flat fee over \$20,000 Minimum \$15	None					
Misc. & Small. Equipment Lane (EQ) & Home & Garden Care (HF)	20% no maximum	None					
Toronto Police, Toronto EMS, Toronto Fire, Toronto Zoo, Exhibition Place, Toronto Parking Authority, Ministry of Att. General	None	\$120 administration fee will apply to vehicles that require ownership transfers.					
Province of Ontario, Public Guardian & Trustee, Town of Aurora, Metrolinx, Toronto & Region Conservation Authority Durham Regional Police, Ontario Provincial Police, Niagara Regional Police, ON. Shared Services	None	\$55.00 administration fee					
City of Toronto	None	None					
Halton Regional Police, Dufferin Peel Catholic School Board	10% no maximum	\$120 administration fee will apply to vehicles that require ownership transfers					
Hydro One	10% no maximum	None					
Toronto Transit Commission, City of Barrie, City of Burlington	15% no maximum	\$120 administration fee will apply to vehicles that require ownership transfers.					

Full Payment of your purchases must be made by the following Tuesday after the auction by 6pm as per section #7 of the Terms of Sale.

\*\* WE DO NOT ACCEPT AMERICAN FUNDS FOR PAYMENT\*\* NO GOODS WILL BE RELEASED ON SUNDAY.OPEN MONDAY & TUESDAY 8:30AM TO 6PM. ALL ITEMS BOUGHT OR CONSIGNED MUST BE PICKED UP NO LATER THAN 6PM TUESDAY AFTER THE AUCTION OR A STORAGE FEE OF \$75.00 PER DAY WILL APPLY.

### TERMS OF SALE

- 1. All potential Purchasers must register at the Auction Office.
- 2. The highest bidder will be the Purchaser and no bidder shall retract their bid(s). All sales are final.
- 3. Any dispute arising as to any bidding will be determined by the Auctioneer at his/ her sole discretion and, at the Auctioneers' discretion, the Auctioneer may immediately put the lot in dispute up for sale again.
- 4. The Auctioneers reserve the right to refuse any applicant a bidding card for the privilege of bidding by number at the auction sale and/or revoke such privilege at any time.
- 5. Purchases become the responsibility of the Purchaser upon award of the bid. It shall be the responsibility of the Purchaser to insure their purchases immediately; as such purchases remain at the sole risk of the Purchaser.
- 6. For any lot(s) as determined by the Auctioneers, the Purchaser is required to make a \$500 payment on each purchased item. The balance is to be paid on or before the termination of the auction sale, unless otherwise specified.
- 7. Complete settlement of all purchases is to be made on Tuesday following the auction at 6pm. All settlements are to be made by Cash, Certified Cheque, Bank Draft, Visa, MasterCard or Debit. All Credit Card payments must be made in person and the card holder must be present. All Credit Card payments will be processed through a third party payment provider. Charges will apply to use this service. Remote payment options include email money transfer and wire transfer.
- 8. The Purchaser agrees to pay, in addition to the purchase price of the item(s), buyers premiums and all government taxes that are announced or posted by the Auctioneers for this particular auction sale. Such notification of applicable taxes will be made at the commencement of the sale, as part of the catalogue for this particular sale, by posted notice on the auction site and/or any combination of the aforementioned as the Auctioneers see fit.
- 9. The Purchaser will not be entitled to possession of any of the said lot(s) purchased until the total purchase price of all the lot(s) have been fully paid. In the event that the Purchaser fails to pay the full purchase price for any lot(s) within the prescribed time, or fails to comply with any of the 'Terms of Sale', the purchaser will be sent to collections and/or small claims court. All costs incurred by the auction in the above mentioned process will be billed directly to the purchaser.
- 10. All costs and the responsibility of removal will be borne by the Purchaser. The Purchaser, if asking the Auctioneers to assist in the removal of any item(s) will indemnify and hold the Auctioneers and/or their staff harmless from any resulting loss or damage to the item(s) being removed. The Purchaser will supply the Auctioneers with proof of adequate insurance before the removal of item(s) that require dismantling, rigging or hot cutting. The Purchaser agrees to indemnify and save harmless both the Seller and the Auctioneers against any damage caused by the acts of the Purchaser and/or their agent(s) in connection with the dismantling or removal of any lot(s).
- 11. All lot(s) must be removed within the time announced or posted at the sale, at the Purchaser's sole cost and risk and only in a manner approved by the Auctioneers. If the Purchaser fails to remove the lot(s) within the specified time, the lot(s) shall be deemed abandoned. The Auctioneers, at their sole discretion, may dispose of the lot(s) without notice or compensation to the Purchaser.

### TERMS OF SALE (continued)

- 12. No sale shall be invalidated by reason of any defect or inaccuracy in any of the lot(s) by reason of their being incorrectly described in the catalogue and no liability shall be borne by the Auctioneers in respect of any such faults or errors. Catalogues have been prepared only as a guide and by making their bid(s), the Purchaser shall be deemed to have inspected the equipment fully and to their entire satisfaction. In particular, the Auctioneers make no representation that any year of manufacture, odometer or hour meter attached to any particular lot(s) may indicate, with any degree of accuracy, the year, actual distances travelled or hours used.
- 13. Except as herein set out, there shall be no guarantees or warranties expressed or implied, statutory or otherwise of any nature whatsoever. Each and every item is sold on the condition that it may not be fit for use and that certain repairs may be needed to be done by the Purchaser (at the Purchaser's expense) to make the item(s) usable or roadworthy. Specifically, but not to restrict the generality of the foregoing, the Auctioneers make no representation that any of the lot(s), the subject of the auction:
  - a) conform to any safety or pollution standard or to any other standard or requirement of any applicable authority, law or regulation, or
  - b) are for any particular usage, or
  - c) are merchantable or financeable, or
  - d) are of any particular age, year of manufacture, make, model or condition.
- 14. Title and vehicle registrations will be delivered to the Purchaser within (14) banking days of the termination of the auction sale upon payment of the full purchase price set out above in clause 7.
- 15. The Purchaser shall be deemed to have inspected the lot(s) to their full satisfaction before making their bid(s).
- 16. These 'Terms of Sale' may not be amended except by agreement in writing signed by the Auctioneers and the respective Purchaser.
- 17. The Purchaser and/or their agent(s) or representative(s) acknowledges that an auction site is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment is being operated and electrical circuits may be live. Every person at the auction site, before, during and after the auction sale shall be deemed to be there at their own risk with notice of the condition of the premises, the activities on the premises and the conduct of third parties. No person shall have any claim against the Auctioneers, their agents, employees or principals for any injuries sustained nor for damages to or loss of property which may occur from any cause whatsoever.
- 18. Interest at the rate of 24% per annum will be charged on overdue accounts owing to the Auctioneers.
- 19. Any stipulation, promise or guarantee made between the buyer and seller must appear in writing on the contract before it becomes part of the transaction. The auction assumes no responsibility for verbal commitments.
- 20. NO LOT is allowed to leave the auction premises without full payment and a valid release slip.
- 21. You cannot bid on your own lot(s). Any person caught "price boosting" or "shilling" on their own lot(s) will be asked to leave the auction and will lose all auction privileges.
- 22. Anyone caught tampering with or removing parts from any lot(s) in the auction will be permanently banned from the auction premises and charged by the police.
- 23. In any instance where an online or physical auction experience delays for any reason, auction management has the right to extend, postpone, delay, reschedule or cancel the auction at their discretion.
- 24. Selected consignment might be subject to reserve pricing. In the event that an item does not sell on the auction block, it is no longer for sale on auction day.



### Final Sale Price Guide

Bid Price (W,X,Y, MC, RC, S & AG Lane)	Maximum Final Sales Price*		
\$500	\$855.98		
\$750	\$1,138.48		
\$1,000	\$1,426.63		
\$1,500	\$2,065.08		
\$2,000	\$2,703.53		
\$2,500	\$3,341.98		
\$3,000	\$3,980.43		
\$3,500	\$4,618.88		
\$4,000	\$5,257.33		
\$5,000	\$6,534.23		
\$7,500	\$9,415.73		
\$10,000	\$12,240.73		
\$12,500	\$15,065.73		
\$15,000	\$17,890.73		
\$17,500	\$20,715.73		
\$20,000	\$23,540.73		
\$25,000	\$29,190.73		
\$30,000	\$34,840.73		
\$35,000	\$40,490.73		

#### Maximum Sales Price Includes:

- Bid Price
- Maximum Auction Fee
- \$120 Administration Fee
  - \$12.50 OMVIC Fee

• HST

# Important Information Understanding Your Contract

Seller Information	CONSIGNORNOO4 NORTH TORONTO AUCTION 3230 THOMAS ST	10:58:12       SALE DATE         Tal: (705) 436-4111       11/30/2019         Toli Free: 1-866-228-2253       11/30/2019         Fax: (705) 436-41580       11/30/2019         Fax: (705) 430-4316 RT 0001       Dealer: 4845392         Dealer: 4845392       DEALER # 4845392         RIN # 145027938       H.S.T. # 864304316RT0001	
Buyer Information	BUVER THE OWN	NERSHIP	
Vehicle Information	LOT STOCK YEAR MAKE X 0040 227311 2008 FORD ESCAPE SERIALNO. ODOMETER/HRS	MODEL/TRIM         SALE PRICE BUYER         MODEL/TRIM           S XLT         8,000,00         72 11 82 57 42 11 82           HST-SELLING PRICE         1,040,00         74 14 82 602	Amount of your purchase &
-Lot # -Stock #	1FMCU93138KA45116         191076           coLour         800Y           BLACK         UT           UGHTS:         860: GRN:         8LU: YEL:	MEGISTRATION         Control (Control (Contro) (Control (Control (Contro) (Control (Contro) (Cont	Applicable Taxes
-Stock # -Year	Y Y ANNOUNCED CONDITIONS OF SALE:	AUGTION FEE 580,00 (2014) (201	Auction Fee, Applicable Taxes,
-Make -Model -Vin -Colour	DRIVE   4X4 FUEL: G ENGINE: 3.0L STURCTURAL DAMAGE FROM EXCESSIVE RUBT	ADMINISTRATION 1.20.00 HST - ADMINISTRATION AUTOBAVEL SERVICE HST - AUTOGAVEL SERVICE O.M.VI.C. O.M.VI.C.	Admin Fee, & OMVIC Fee
-KM'S	PCOD	HST - O.M.V.I.O. 1.30 Sector 15 72 24 70 15 72 24 70 15 72 24 70 15 72 24 70 15 72 72 72 72 72 72 72 72 72 72 72 72 72	Total Amount Owing
Vehicle Sold AS-IS	In order to be informed of current and future recalls you should register the vehicle with the manufacturer. I agree that if the appropriate space is initiated by me, the vehicle is purchased for private use only and not for the purpose of resale pursuant to the Moder Vehicle Dealers Act. PURCHASERS INITIALS	PURCHASER SIGNATURE: X SALES/FINAL Please where the contract, including all attached statements, before signing. This convectes first and binding once you have signed it, unless the motor valicle dealer has filled to comply with certain legal obligations. YOU where the the terms on the contract includes THOP (or hier exceeded attached rates from the terms on the contract includes THOP (or hier exceeded attached rates from the terms on the contract includes THOP (or hier exceeded attached rates from the terms on the contract includes THOP (or hier exceeded attached rates from the terms on the contract includes THOP (or hier exceeded attached rates from the terms of the contract includes the exceeded in the exceeded includes the ex	Your Signature & approval from an auction representitive
Gate Pass - Used to Remove your vehicle when it's paid in full,	AUCTION DATE: 11/30/2019 STOCK: 227311 LOT: X 0040 YEAR: 2008 MAKE: FORD COLOUR: BLACK MODEL: ESCAPE XLT SERIAL NO:: 1FMCU93138KA45116	BUYER: 113255 JOHN DOE RELEASED BY: DATE RELEASED:	

## CONTRACT CHANGES

Please register with the name you wish to appear on the contract and ownership. There is a fee of \$100.00 for any and all contract changes.

# NOTICE

If you buy cars for the purpose of resale, you must be registered as a Motor Vehicle Dealer, pursuant to the Motor Vehicle Dealers Act. It is an offence under the Act to carry on business as a dealer without being registered, punishable by a fine of up to \$50,000 and/or two year imprisonment.



# **Ontario's Vehicle Sales Regulator**

### WHAT IS CAMVAP?

CAMVAP is a cross-Canada program that you can use to resolve disputes with a manufacturer about defects in your vehicle's assembly or materials, or how the manufacturer is applying or administering its new vehicle warranty.

Disputes are resolved through binding arbitration. CAMVAP covers most domestic and imported passenger cars, light trucks, sport utility vehicles, vans and multipurpose passenger vehicles purchased or leased in Canada, as long as the vehicle is the current model or one of four previous model years.

# SPECIAL PERMITS

North Toronto Auction's recommendation is that all vehicles be towed from our premises as they are being sold "As Is, Where Is" and have not been inspected by a mechanic. North Toronto Auction would be pleased to help you arrange transportation of your vehicle to your destination.

However, under the Highway Traffic Act Section #11(1) of the regulation #628, a buyer can purchase a Special Permit to transport vehicles they are purchasing.

If you choose to purchase a 10 day Special Permit and your vehicle is eligible for one, Service Ontario will be here on AUCTION DAY ONLY (Saturday) to issue them and answer any questions you may have.

### To purchase a Special Permit you will need:

- \*- Your Sales Contract (or a copy)
- \*- Driver's Licence
- \*- Insurance Information
- \*- \$28.50 Cash Only

You are solely responsible for the insurance on the vehicle that you have just purchased

Special Permits are valid until 9 am on the Wednesday after the auction. Once the vehicle is certified, the special permit will be valid until the date appearing on the permit.

North Toronto Auction assumes NO responsibility for vehicles once they have been removed from the auction compound.

# **OWNERSHIPS FOR VEHICLES**

OWNERSHIPS FOR PURCHASED VEHICLES WILL BE AVAILABLE

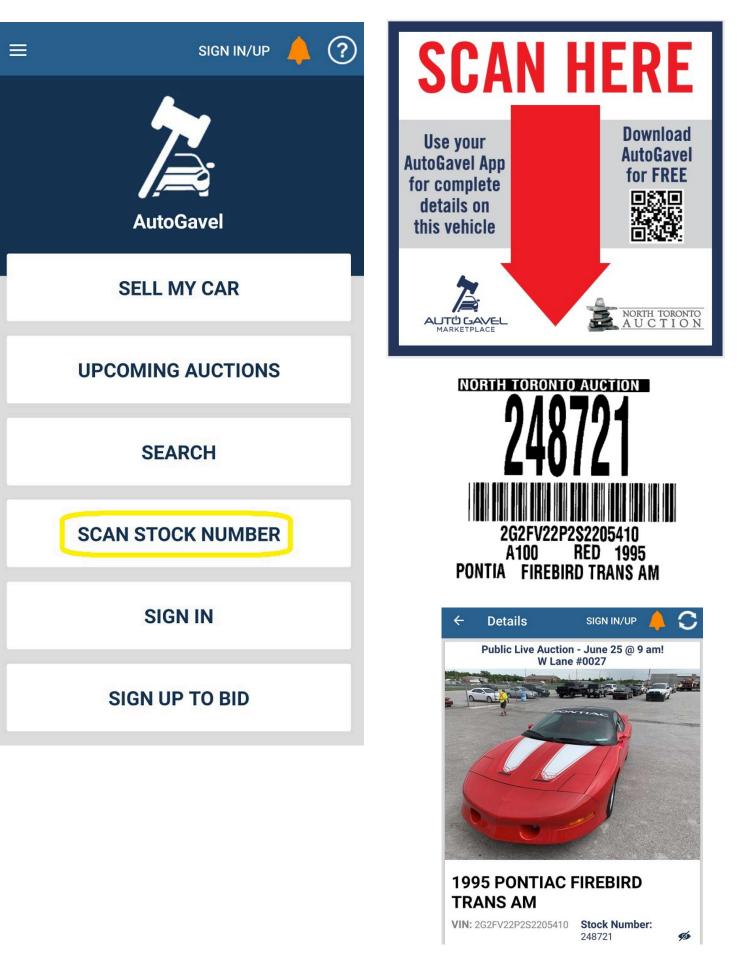
THE FOLLOWING FRIDAY FROM: 10AM TO 5PM

ALL OWNERSHIPS NOT PICKED UP WILL BE PUT IN THE MAIL AT 5PM.

# **HOW THE AUCTION WORKS**

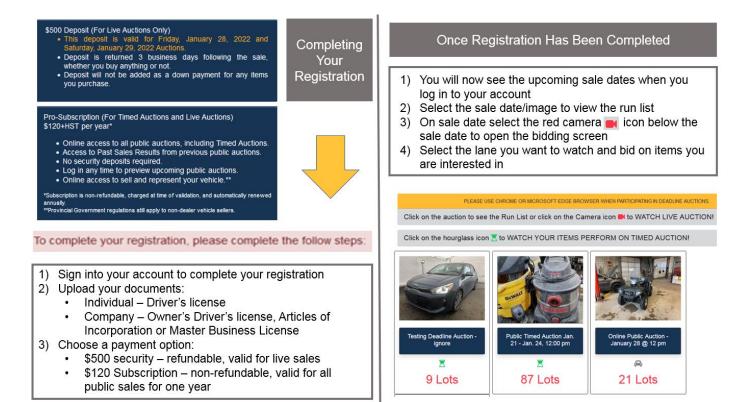


### USE AUTOGAVEL TO VIEW EACH LISTING WHEN YOU COME FOR PREVIEW



### Register to Bid

Register With th	e Auto Gavel App	Registering Through the Website		
Search "autogavel"		https://northtorontoauction.com		
		Blog About Us Contact Us Auction Info - Sign In Sign Up		
	E SIGH IN/UP 🔶 🕐	North Toronto Auction		
AutoGavel	AutoGavel	HUNDREDS OF VEHICLES, EQUIPMENT & RECREATIONAL		
SELL MY CAR	What are you signing up as?			
UPCOMING AUCTIONS	Dealer Individual			
SEARCH	Company User			
SIGN IN	SIGN IN	<ol> <li>Select "sign up to bid"</li> <li>Choose account type (Individual/Dealer/Company)</li> </ol>		
SIGN UP TO BID	SIGN UP TO BID	<ul><li>3) Fill out information required as per driver's license</li><li>4) Sign in to your account to complete your registration</li></ul>		



Watch our video "How to Register" here: https://bit.ly/NTA-how-to-register-video



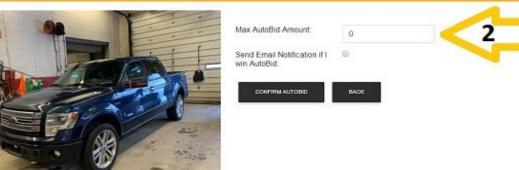
### HOW TO PLACE PROXY BIDS

Unable to attend the auction? Add proxy bids and let the system bid on your behalf. Once you sign in, select the event, then select the listing you are interested in. Add a proxy bid and let the system bid in increments up to but not exceeding your proxy bid amount. Here's how:

FC	ORD F150 SUPERC	REW 2014	VIN: 1FTFV	V1ET5EFI	319412
	A (	nnouncements: EN	GINE LIGHT ON		
		<del>(</del>	<b>a</b> ⊳\$	Q	CAR Fax
	FIF	Colour	BLU	Odomoter	1368381
HELL	2	Engine Size	3.5L	Fuel	Gas
	13A -	Transmission	Automatic	Drive	4WD
		Doors	4	Pick Up Loca	ition
		Equipment    Air Conditioning  Electric Windows  Cruise Control  Titt Wheel  Moonroof  Leather Seats			
	7 1 1 C	Inspection Type: Ba	sic Inspection.		
		👁 4 Views			
ADD TO WATCH LIST	ADD PROXY BID	5	SHARE		

### FORD F150 SUPERCREW 2014 VIN: 1FTFW1ET5EFB19412

If any information about the vehicle is changed, added or deleted after your AutoBid was submitted, your AutoBid will be removed and you will be notified by email. Av vehicle condition, options, odometer or images, will not cause your AutoBid to be removed.



Watch this video on how to place proxy bids: https://bit.ly/NTA-place-proxy

