

<Insert Company Logo>

< Insert Dealership Address, Phone Number and Email Address >

USED VEHICLE CONSIGNMENT AGREEMENT

Exclusive listing with the exclusive right to sell

I (We), the undersigned owner(s) (Owner), hereby agrees to consign my (our) vehicle with <Dealership Name> (Dealer), the vehicle described as follows (Vehicle), for the sole purpose of selling the Vehicle with a minimum selling price of \$_____. The Owner shall have final approval of any proposed sale of the Vehicle. The Owner agrees to consign the following Vehicle for up to 60 days:

Year _____ Make _____ Model _____ Color _____

(Circle One)

The current odometer reading is _____ miles. * Actual * Excess of Mechanical Limits * Unknown

VIN

(Circle One) If you answered "Yes" to any, please provide details:

Has this vehicle been in a major accident? No Yes _____

Has this vehicle ever been in a flood? No Yes _____

Has this vehicle ever had hail damage? No Yes _____

Has the vehicle ever been on a Salvage Title? No Yes _____

For their marketing and efforts, Dealer is entitled to retain Consignment Fees which are paid by the Owner and earned by Dealer as follows:

- Presale & Marketing Fee: < \$_____.00 > Paid by Owner at the time of agreement signing. This portion of fees becomes non-refundable and earned by Dealer once Owner's vehicle has been listed on Dealer's internet site <enter dealer's website address>.
- Success Fee: _____ % of Final Sale Price or \$_____ (whichever is greater). Earned by Dealer at the time of sale of Vehicle (signed Bill of Sale) and shall be deducted by Dealer from the final sale proceeds.

WHEREAS, The Owner owns the Vehicle as described above and desires to sell pursuant to the terms of this Agreement. The parties hereby agree as follows:

General Terms:

1. Owner shall pay Dealer Consignment Fees (enrollment and success) to list and sell the Vehicle, with the Enrollment Fee paid at time of signing of this Agreement and being non-refundable as described on Page One of this Agreement. The Owner shall pay the remaining portion (Success Fee) of the Consignment Fee as described on Page One from the sale proceeds of the Vehicle when it is sold.
2. The term of this Agreement shall be a minimum of 60 days from the date this Agreement is signed. After the initial 60-day term, the Agreement can be terminated by either party, by giving 7 days written notice, provided there is no pending sale. The Owner can extend the Consignment Period under the same terms as this agreement for another 60 days by paying a Consignment Renewal Fee of \$100.00 and reducing List Price of vehicle by 10% from current listed price or chose to remove the vehicle from Dealer's property.
3. Dealer will have at its expense, and discretion, a 3rd party complete a mechanical or state safety inspection of the Vehicle. Owner's Vehicle must be free of major mechanical problems that would create a safety issue or prevent the Vehicle from being driven before it can be listed by Dealer for sale. For example, bad wheel bearings, engine problems, bad brakes, transmission issues, poor tires, check engine lights and other dash warning lights, etc. If the Vehicle does not pass an inspection, and Owner, at its own expense, does not repair problems to pass a state safety inspection, Dealer can refuse to offer the Vehicle for sale on consignment, and *Dealer* may deduct any out-of-pocket expenses incurred from the Pre-sale & Marketing fee paid by Owner. Any amount remaining will be refunded to the Owner if the Vehicle has not been listed on Dealer website.
4. If there is a lender lien, it must be less than the sale amount of the Vehicle, otherwise the Owner must provide the difference for Dealer to hold in escrow for the sale or make arrangements with Dealer to satisfy lien.
5. The Owner shall retain their license plates while the Vehicle is on consignment with Dealer. Dealer will use a dealer temporary plate when road testing the vehicle.
6. Dealer shall have no liability for punitive, exemplary, or consequential damages under this Agreement. The liability of Dealer under this Agreement shall not exceed the amount of the Fee actually paid to Dealer.
7. This Agreement is the entire agreement between the parties regarding this consignment. No other written or oral understandings or agreements regarding the consignment will be binding upon the parties unless included in this Agreement.

Owner:

1. Owner authorizes Dealer to sell the Vehicle on Owner's behalf, including the power to execute any necessary documentation as Owner agent.
2. Owner represents and warrants to Dealer that (a) Owner owns the Vehicle, (b) Owner has full right and authority to enter into this Agreement and to sell the Vehicle, (c) Any information the Owner shares with Dealer will be true and accurate to the best of Owner's knowledge.
3. Owner will provide all documentation needed by Dealer to sell the Vehicle, including the following:
 - a. A copy of the title if Owner has title in their possession. If there is a lien on the Vehicle the Owner will provide Dealer with lien holders, name, address, phone number and account number.
 - b. Copy of Owner driver's license.
 - c. Copy of the registration.
 - d. Copy of the insurance certificate.
4. Owner agrees to maintain full liability coverage, and in addition, comprehensive fire, theft, collision and such other insurance on the Vehicle for its full replacement value as Dealer reasonably requires. The limits of the insurance shall be reasonably satisfactory to Dealer.
5. Owner shall indemnify and hold Dealer harmless from and against all actions or causes of action, claims, demands, liabilities, losses, damages or expenses which Dealer may sustain or incur because of any breach by Owner of this Agreement, including any suit instituted to enforce the obligations of this Agreement.

< Dealership Name >

1. Dealer will: (a) inspect the Owner's Vehicle upon receipt of Vehicle for consignment and provide Owner with recommended repairs, if any, to bring the vehicle up to "Good" saleable condition. Owner shall have no obligation to have the work done. In the event the Owner does not perform the work necessary to bring the vehicle up to Good saleable condition, Dealer shall have the right to terminate this Agreement.
2. Marketing: Dealer will:
 - a. Conduct a photo shoot of the Vehicle, exterior and interior
 - b. List the Vehicle on Dealer website and other internet sites as Dealer deems appropriate
 - c. Use reasonable efforts in marketing and selling the Vehicle
 - d. Schedule and accompany prospective buyer(s) on all test drives of the Vehicle.
 - e. Perform an exit inspection and detail of the Vehicle after completion of the sale.
3. Disclosure Rights. If someone requests information on the Owner of the Vehicle or their consignment history for law-enforcement, public trust interests, government, or business purposes, Dealer may provide it without the Owners written consent.
4. Casualty Loss. Dealer is not liable to any Owner, test driver, guest, client, or occupant for personal injury or damage or loss of personal property from fire, wind, hail, theft, smoke, dust, flood, rain, water leaks, ice, snow, lightening, environmental problems, explosions, and interruption of utilities, unless that injury or damage is caused by our negligence.
5. Physical Damage or Loss: Dealer agrees to maintain insurance coverage for liability, comprehensive and collision on the Vehicle for its full replacement value. Dealer coverage would apply if damage or loss caused by *Dealer* negligence or in the normal course of business, other than casualty loss. Dealer is not responsible for property loss or damage caused by service personnel not employed by Dealer.
6. Upon completion of the sale and receipt of clear, negotiable title from the Owner, Dealer will promptly pay the Owner the final Sale Price minus the Success Fee (sale fee) and minus any amount owed by the Owner to a lien holder.
7. Complete all paperwork and submit required taxes and monies required to complete the Vehicle title transfer and registration within the State's time requirements.

Severability. If any part or parts of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

Binding Effect. The covenants and conditions contained in this agreement shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

On today's date _____ the Owner and < Dealership's Name > agree to enter into this Agreement as stated above.

Owner's Printed Name

Email Address

Address

City

State

Zip

Cell Phone

Business Phone

Home Phone

X _____
Owner's Signature

X _____
Signature on behalf of <Dealership's Name >