

CDTK LLC
d/b/a CarterThomas Motorworks
6728 W Sunset Rd Suite 140
Las Vegas, NV 89118
Phone: 814-397-8350
Email: lasvegas@carterthomasmw.com

MOTOR VEHICLE CONSIGNMENT AGREEMENT

This Motor Vehicle Consignment Agreement (hereafter referred to as the "Agreement") is entered into by and between CDTK LLC d/b/a Carter Thomas Motorworks ("the Consignee"), and _____ (Name of Consignor or Consignors ("the Consignor")) effective as of _____ (the "Date of Consignment").

Consignor's Information:

Name	_____			
Street Address	_____			
City	_____	State	_____	Postal Code _____
County	_____	Country	_____	Home Phone _____
Email	_____	Mobile Phone	_____	

Consignor and Consignee (sometimes referred to herein as the "Parties") agree to consign the below described Vehicle according to the following terms and conditions:

Description of the Consigned Vehicle (the "Vehicle"):

Stock #	Year	Make	Model	Mileage	Vehicle Identification #
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1. **Net Amount.** The Consignor will set an initial net amount for the sale of the above stated vehicle. This amount is also referred to as Net-to-Owner. The initial amount shall be set forth as _____. It may be lowered anytime during the contract period or renewal period "in writing" by Consignor (a text from the above **mobile number** or an email from the above email will also act as "in writing"). Once the Net-to-Owner is lowered, it may not be raised. (The forms of "in writing" confirmation accepted but not limited to Email, Text Message, Facsimile, or other forms of written confirmation.) The Consignee may elect to bring any offer to the Consignor for approval to finalize a deal. Any amount earned over the Final written agreed to Net-to-Owner amount will be retained by Consignee as Commissions. Once the agreement has been finalized, then the Consignee may elect to the Vehicle for any amount over the new written agreed to Net-to-Owner amount and retain any and all monies above the Net-to-Owner amount as earned Commissions.

INITIALS — Primary: _____ Secondary (if applicable): _____

2. **Duration.** The term of this Agreement is from the Date of Consignment set forth above to 11:59 PM Pacific Standard (or Pacific Daylight) Time on _____. The term of this Agreement shall be automatically renewed for successive 90-day terms unless and until Consignor or Consignee elects to terminate the term of this Agreement in writing, such termination notice must be delivered to the other party(s) before the applicable renewal period commences and must be made in writing. After termination for any reason, there shall be a Seven (7) day grace period for the Consignor to remove the Vehicle. Thereafter, a shortage fee of \$400.00 per month will be assessed and owed by Consignor to Consignee,

and this storage fee will accrue monthly until the Vehicle is paid in full and released to the Consignor. Consignor may terminate the term of this Agreement prior to the end of the initial term or any renewal term by paying Consignee a termination fee equal to twice the commissions based upon the Net Amount. Once the outstanding balance due is paid in full, then the Consignor may take possession of the Vehicle.

3. **Duration Extension.** Consignee has the absolute sole right to extend the contract beyond the duration period set forth in section 2 only if the Consignee secures a deposit and/or an executed Vehicle Purchase Agreement before the duration period expires. If a deposit and/or executed Vehicle Purchase Agreement is received, then this contract shall remain in full force for 15 business days for the Consignee to complete the sale. In the event the sale is terminated for any reason, the Consignee shall notify the Consignor, and the Consignor shall have 7 days to remove the Vehicle or the contract will automatically renew under section 2.
4. **Contract Survivorship.** This Agreement shall survive any death(s) of the Consignor(s) while this Agreement is in full force. The surviving Consignor or heir(s) of the Consignor(s) will fulfill this Agreement and agree to obtain a title or transferable registration in his/her/their name. Original paperwork may be required like a death certificate.
5. **Repairs and Detailing Expenses.** Consignor agrees to provide a credit card with authorization to charge up to \$2000 for any necessary expenses/repairs/detailing/etc. No repairs beyond the \$2000 pre-authorization shall be performed by Consignee nor charged to Consignor without Consignor's express written permission in advance. If the consigned Vehicle is not sold during the term of this Agreement, Consignor agrees to pay repair or detailing expenses that were agreed upon, in writing, signed by the parties, before the release of the Vehicle. Consignor shall in no event take possession of the Vehicle if there is any monetary amount owed to Consignee under this section. (If nothing is needed, then of course there would be no charges).
6. **Title Certificate.** Consignee will hold the title certificate or a copy of both sides of the original title certificate for inspection by the necessary individuals or parties during the period of consignment, and the title reassignment by the owner portion of the original title certificate will not be signed until the Vehicle is sold.
7. **Advertisement.** Consignor gives Consignee complete authority and permission to advertise, market, display, and sell the Vehicle. Consignee reserves the right, but is not obligated, to advertise the Vehicle whenever and wherever Consignee deems fit, in its sole and complete discretion. Any images, photographs, descriptions, videos, write-ups, or depictions of the Vehicle are the property of Consignee and cannot be copied, repeated, or used in any manner, either presently or in the future, by Consignor without the express written permission of Consignee.
8. **Right to Sell.** During the term of this Consignment, Consignee has the exclusive right to sell the Vehicle at or above the Net Amount, without further consultation with Consignor. Consignee reserves the right, in its sole and absolute discretion, to set the sticker price or actual selling price. Consignor agrees not to solicit buyers for the Vehicle, to discontinue any advertisements for the Vehicle, and to refer all potential buyers to Consignee. Any attempt by Consignor, during the duration of the consignment, to sell the Vehicle is a breach of this Agreement. If Consignor sells the Vehicle during the Consignment or the twelve (12) month period after termination of the Consignment to any individual who was introduced to the Vehicle through Consignee, or because the Consignor solicited buyers directly or through advertisements without referring them to the Consignee during the period of Consignment, then Consignor agrees to pay Consignee the Commissions due hereunder being the amount of asking price minus the Net-to-Owner as agreed in this Agreement or a minimum of \$5,000 plus \$1,000 in liquidated damages, within 15 days of the sale, whichever is higher. Any cost of collection by Consignee, including legal fees and costs will be borne by the Consignor.
9. **Continued Right to Display the Vehicle.** Upon Consignee releasing the Vehicle to Consignor per this Agreement, Consignor gives Consignee permission to continue to display the vehicle through its website and on-line, for 15 months (the "Continued Display Period"), or until Consignee's right to continue to display the Vehicle is terminated in writing delivered to Consignee by Consignor. Consignee is under no obligation to continue to display the Vehicle during the Continued Display Period, and Consignor may terminate Consignee's right to continue to display the Vehicle for any reason during the Continued Display Period and agrees to notify Consignee and terminate the right to continue to display the Vehicle if Consignor sells the Vehicle or no longer owns or has the right to sell the Vehicle. If a lead for the Vehicle is generated by Consignee during this Continued Display Period, then Consignee will notify Consignor of the lead and if Consignor is interested in pursuing the lead the Parties may enter into a new Consignment Agreement and Consignee shall execute such new and updated

disclosures and related paperwork as required by Consignee and redeliver the Vehicle and title to Consignee for sale pursuant to the new Consignment Agreement.

10. **Opt in & Consent for Electronic Messaging.** By initialing, Consignor agrees to opt in for electronic communication from Consignee. Consignor may opt out of the electronic communication by replying "STOP". By receiving electronic communication, the Consignor may incur data charges from his/her/their phone carrier. The Consignor will use his/her/their phone number and email as ways to access data.

INITIALS — Primary: _____ Secondary (if applicable): _____

11. **Fuel, Oil, Fluids.** Consignee is not responsible to maintain the level of fuel, oil, or fluids in the Vehicle. Consignor must bring in the Vehicle with a Quarter (¼) of a tank of gas or 5 gallons to comply with local municipal fire codes. Consignor will be charged for fuel, oil, or other fluids if added to the Vehicle.

12. **Representations and Warranties by Consignor:**

A. **Ownership:** Consignor represents and warrants that he/she/they are the rightful owners of the Vehicle or have the authority to sell the Vehicle. Consignor agrees to not encumber the Vehicle with any loans during the contractual period.

B. **Registration:** Consignor represents and warrants that the Vehicle is properly registered.

C. **Vehicle Identification Number:** Consignor represents and warrants that he/she/they have inspected the VIN number on the Vehicle and that it matches the VIN number depicted on the title.

D. **Odometer Disclosure Statement:** Consignor further warrants that it will provide Consignee a completed and signed odometer disclosure statement and other documents necessary to transfer the ownership of the Vehicle to the Purchase in _____ the event of Sale.

E. **Mileage:** The customer (Consignor) warrants that the mileage of the Vehicle is actual ☐ or that the actual mileage of the Vehicle is unknown ☐.

INITIALS — Primary: _____ Secondary (if applicable): _____

F. **Title:** Consignor warrants that he/she/they have title and full power to dispose of the Vehicle and that the Vehicle is free and clear of all liens except:

_____	Account Number

_____	Outstanding Balance
Name and Address of Lien Holder	

G. **Vehicle Condition:** Consignor represents and warrants that the Vehicle complies with all emissions and safety requirements, that the Vehicle is road worthy and mechanically safe for the next owner, and that the Vehicle meets any and all warranties implied by law, including but not limited to any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. Any misrepresentation by Consigner constitutes a breach of this Agreement.

13. **Indemnification.** Consignor represents and warrants that all statements made to Consignee, in this Agreement or any supporting documents, are true and accurate. Consignor agrees to indemnify, defend, and hold harmless Consignee from any and all claims, disputes, damages, charges, causes of action, fines, and penalties, including any costs or fees (including but not limited to all illegal costs and attorney's fees) incurred by Consignee, and including but not limited to any amount paid by

Consignee, If Consignee buys the Vehicle back including as a remedy under any state or federal law, relating to or arising out of any misrepresentation made by Consignor or arising out of or related to any implied warranty, whether intentional or not, and including but not limited to any third-party claims or actions, Consignor agrees to reimburse the Consignee for the buy back, plus all costs including legal.

14. **Transfer or Title.** Consignor agrees to deliver a good, clear title to Consignee within 72 hours of being notified of sale. If the title is in the possession of a lien holder, Consignor authorizes Consignee, to obtain the title directly from the lien holder and to pay the amount owed on such lien out of the proceeds from the sale of the Vehicle. If the Consignor fails or refuses to deliver the title, Consignee may terminate this Agreement, apply for lost title to be issued in the name of the buyer or Consignee, or pursue any other available remedies. Consignor agrees to bear all costs and fees (including attorney's fees) incurred by Consignee hereunder, and Consignee reserves the right to deduct such costs and fees from any amounts due to Consignor pursuant to this Agreement.
15. **Power of Attorney.** Consignor irrevocably appoints Consignee as Consignor's true and lawful Attorney-in-Fact, coupled with an interest, for executing a Certificate of Title and all other documents that are necessary and proper to transfer good title to the purchaser upon the sale of the consigned Vehicle pursuant to this Agreement.
16. **Temporary Removal of the Vehicle.** During the duration of the consignment, Consignor shall not remove the Vehicle from the showroom without the prior written consent of Consignee. In the event the Vehicle is removed during the Consignment and not promptly returned, that will constitute a breach of the Agreement, and Consignor agrees to pay Consignee twice the Commissions (Asking price minus the Net-to-Owner), plus any and all legal costs including but not limited to attorney's fees.
17. **Return of the Vehicle.** Unless waived in writing by Consignee, Consignor must bring his/her account current with Consignee prior to retaking possession of the Vehicle. Consignor will not be allowed to remove the Vehicle until all amounts due under this Agreement are paid in full. Consignor agrees to provide Consignee at least 24-hour notice of Consignor's intent to retake possession of the Vehicle and must retake possession of the Vehicle within seven (7) days after the termination of the Agreement. If Consignor fails to retake possession of the Vehicle within this time frame, then a storage fee of \$300 per month shall be charged to the Consignor. If Consignor fails to retake possession of the Vehicle within six (6) months after this Agreement is terminated then the parties agree that Consignor has abandoned the Vehicle and Consignee may sell the Vehicle and retain all sales proceeds, or otherwise dispose of the Vehicle.
18. **Release of Liability.** Consignor releases Consignee from any and all liabilities arising out of or related to any damage to the Vehicle, including but not limited to damage to the body, paint, mechanical systems (including the drive train), electrical, structural or otherwise, and including any damage incurred while the Vehicle is displayed, advertised or marketed by Consignee, including test drives. Regardless of whether the Vehicle is damaged by Consignee's employees, customers, potential customers, an Act of God, or otherwise, Consignor agrees to rely solely on its own insurance and resources for repair or reimbursement. Consignor agrees to carry full, complete, and comprehensive insurance on the Vehicle at all times. Failure to maintain and carry insurance satisfactory to Consignee could cause a breach of this Agreement and is entirely at the Consignor's own risk.
19. **Personal Property.** Consignor has removed all personal property, including registration, license plates, and personal information from the Vehicle and agrees to hold Consignee harmless for any missing or damaged items of personal property not removed by Consignor.

INITIALS — Primary: _____ Secondary (if applicable): _____

20. **Minimum Consignment Commission.** The minimum consignment commission retained by the Consignee will be \$2,500. The commission (mark-up from the Net-to-Owner amount) will be 20% (it can be somewhat higher as the markup from the Net-to-Owner will include some amount of negotiation variable (wiggle room)) of the Sale Price. Sale Price is the price paid by the buyer of the Vehicle, exclusive of buyer's taxes, fees, freight, etc. The final Net-to-Owner is determined by deducting 20% from the Sale Price. The consignee is not acting as a broker for the buyer. Consignee's collection of a buyer's commission does not create and is not intended to create any agency relationship between the Consignee and the Buyer.

21. **Default.** In the event that Consignor breaches this Agreement, or fails to remit any amount owed under this Agreement to Consignee within 30 days of the amount becoming owed, Consignee reserves any and all available remedies and may pursue one or more remedies without notice to Consignor. In addition to any other available remedies and damages, Consignor agrees to pay Consignee 1.5% per month interest on any amount due and owing, plus all costs of and fees incurred by Consignee to enforce the terms of this Agreement including but not limited to Consignee's legal costs and reasonable attorney's fees.
22. **Payments.** When the Vehicle is removed, or the Agreement is terminated, Consignee accepts payments made in cash, cashier's check, or by credit card, but does not accept personal checks. All payments made to Consignor by Consignee will be by company check unless otherwise agreed to in writing. All company checks shall be payable to whomever is the titleholder of the Vehicle.
23. **Venue/Jurisdiction/Fees.** This Agreement is entered into in the State of Nevada and is governed by the laws of the State of Nevada. The Parties agree to be subject to personal jurisdiction in the State of Nevada and that the exclusive venue for any claim, action, or suit related to this Agreement shall be in Clark County, Nevada. In addition to any other remedies, the prevailing party will be entitled to all legal costs including attorney's fees.
24. **Release of Information.** To protect the privacy and interest of all parties, Consignee will not release any information to any individuals or parties without written consent of all, except under court order or in the investigation of criminal activity investigated by Law Enforcement Authorities.
25. **Severability.** If any part of provision of this Agreement is declared unenforceable or invalid, the remainder of this Agreement shall survive and continue to be valid and enforceable.
26. **Complete Agreement.** This Agreement, along with all addendums including but not limited to Odometer Disclosure Statement, Power of Attorney and/or Vehicle Information Sheet, or other written renewals or amendments hereto executed by all Parties, constitutes the entire agreement between the Parties, and supersedes any and all previous understandings or agreements between the Parties related to the Vehicle. If for any reason this Agreement is held up due to failure of Consignor/s, to execute this Agreement or deliver documents necessary to sell this Vehicle, then after Seven (7) days the Consignee may elect to charge the Consignor/s \$200/month until the issues are resolved. Until then the Vehicle will be denoted as a Storage Vehicle in inventory.
27. **Authority.** The Parties have read this entire Agreement and agree to be bound by its terms. Any individuals signing below represent and warrant that, if they are signing in a representative capacity, that they have the authority to bind those parties to this Agreement.
28. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or PDF shall be deemed original signatures (or by email or text message application).

Cooperation Agreement. The Parties agree to cooperate and to execute such further documents as necessary to carry out the purpose and intent of this Agreement.

SIGNATURES:

CONSIGNOR(S):

✕ _____

Date: _____

✕ _____

Date: _____

CONSIGNEE:

CDTK LLC d/b/a CarterThomas Motorworks

By: _____

Date: _____

Return and Release:

The Vehicle consigned to Consignee by Consignor was returned on _____. The Consignor acknowledges receipt of the Vehicle and releases the Consignee from any and all obligations under this Agreement.

CONSIGNOR:

×

Date: _____

CONSIGNEE:

×

Date: _____