

USED VEHICLE CONSIGNMENT AGREEMENT EXCLUSIVE RIGHT TO SELL

I (We) _____, (the "Consignor/Consignors") agree to consign, deliver, and transfer possession of my/our vehicle, make: _____ model: _____ year: _____ (the "vehicle") to Diana Group LLC, CA. Dealer No. 04420 (the "Consignee"), at 7041 Owensmouth Ave., Suite 102, Canoga Park, CA. 91303, for the purpose of selling the vehicle at a minimum selling price of \$ _____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Consignor(s) and Consignee (the "Parties") agree as follows:

1. **Exclusivity.** As of the Effective Date, Consignee shall have the exclusive right to represent, solicit offers, negotiate and/or attempt to sell the vehicle to be consigned by the Consignor(s). The Consignor(s) will be meaningfully consulted with respect to the Consignee's efforts and Consignor(s) shall cooperate in good faith as reasonably requested and needed in order to assist the Consignee to secure the sale of the vehicle. The Consignor(s) shall have final approval of any proposed sale of the vehicle.

2. **Effective Date; Term of Agreement.** The initial Term of this Agreement shall begin on _____ and terminate on _____ (hereinafter referred to as the "Term"), subject to the following:
 - a. The Term shall be automatically extended to coincide with the Term of any fully executed written agreement entered into by the Parties, prior to what would otherwise have been the expiration of the Term, with any third-party buyer of the vehicle.

 - b. The Term shall be automatically extended for so long as any bona fide negotiations (i.e., material financial terms offered) with any Third-Party Buyer commenced during the Term are on-going at the expiration of the Term, not to exceed (90) days unless mutually agreed to in writing by the Parties.

3. **Consigned Vehicle Description.**

- a. Year: _____ Make: _____ Model: _____ Style: _____
VIN#: _____ License Plate #: _____
Odometer: _____ Actual Miles, TMU, Exempt?: _____
Exterior Color: _____ Interior Color and Material: _____
Engine: _____ Transmission: _____

b. Please check all that apply to your consigned vehicle:

- | | | |
|----------------------|----------------------|-------------------|
| ___ Air Conditioning | ___ DVD | ___ Power locks |
| ___ AM/FM Cassette | ___ Navigation | ___ Keyless Entry |
| ___ AM/FM/CD Player | ___ AM/FM CD Changer | ___ Power Sunroof |

**USED VEHICLE CONSIGNMENT AGREEMENT
EXCLUSIVE RIGHT TO SELL**

Power locks Maintenance History Records Power Windows
 AWD (All wheel drive) FWD (Front wheel drive) Manual Windows
 RWD (Rear wheel drive) 4WD (Four-wheel drive) Power Seats

4. Representations and Warranties; Indemnification.

- a. Consignor(s) warrant(s) that he/she (they) has/have legal ownership and possession of the vehicle's title, or that the vehicle's title is held by the below listed lien holder, and that there are no interests, liens, or claims against the vehicle other than those listed below:

Name of Lien holder: _____ Phone Number: _____

Address: _____

Account Number: _____

- b. The Consignor(s) agree(s) that, pending sale, the vehicle's title shall remain in Consignor(s) name and that theft, fire, comprehensive and liability insurance coverage on the vehicle is to and/or must remain in effect during the consignment period (copy of proof of insurance required):

Insurance Co.: _____ Phone Number: _____

Policy No.: _____ Effective Date: _____

Expiration Date: _____ Liability Limits: _____

- c. The Consignor(s) represents and warrants that to the best of the Consignor(s) knowledge, information and belief, the following:

Has the vehicle ever been in an accident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has the vehicle ever been in a flood?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has this vehicle ever had hail damage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has this vehicle ever had a branded title?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is this vehicle able to pass safety or emission inspections?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If "Yes" checked above, please provide details: _____

Indicate whether the vehicle is to be sold (check applicable box below):

"As Is" Warranty Included Warranty Not Included

Vehicle Condition (check applicable box below):

Excellent Average Poor

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The vehicle requires the following work:

- c. The Consignor(s) delivery and transfer of possession of the vehicle to Consignee does not constitute a sale of the vehicle to Consignee. The Consignee does not agree to purchase the vehicle and is not purchasing the vehicle by this Agreement.
- d. The Consignee agrees to receive the vehicle from Consignor(s) in trust and to not permit its use for any other purpose(s) than as provided in this Agreement.
- e. Each Party represents and warrants that: (i) he/she/they has full and complete authority to enter into and fully perform this Agreement and grant the rights hereunder, and the consent of no other person or entity is necessary in order for such Party to enter into and fully perform this Agreement; and (ii) he/she/they has not granted, assigned, transferred or otherwise encumbered any rights with respect to the vehicle. Notwithstanding the foregoing, to the extent there are any pre-existing agreements between either of the Parties and any other third party(ies) in connection with the vehicle, both Parties represent and warrant that each will be solely liable for any obligations arising thereunder as it relates to any such third-party agreement or agreements.
- f. Each Party (the "Indemnifying Party") will defend and hold harmless the other Party and its affiliated and related entities and all of their respective officers, directors, shareholders, members, employees, agents, representatives, licensees, successors and assigns from and against any and all claims, demands, actions, settlements, judgments, liabilities, losses and expenses (including, without limitation, reasonable outside attorneys' fees and disbursements) arising out of or in connection with (i) any adjudicated material breach by the Indemnifying Party of this Agreement (and/or the Indemnifying Party's representations, warranties and/or agreements herein); (ii) any adjudicated material breach by the Indemnifying Party of any other agreement entered by the Indemnifying Party in connection with the vehicle or with respect thereto; and/or (iii) the Indemnifying Party's gross negligence or willful misconduct.

5. CONSIGNEE COMMISSION, FEES & COSTS

- a. Consignor(s) hereby agree to pay the Consignee the following commission or fee as set forth by Consignee, as follows:

<u>Sale Price of Vehicle</u>	<u>Consignee Commission/Fee</u>
\$0 - \$5,000	\$550
\$5,001 - \$12,000	\$750
\$12,001-\$20,000	\$1,150
\$20,000 & Up	10% of vehicle sale price

USED VEHICLE CONSIGNMENT AGREEMENT EXCLUSIVE RIGHT TO SELL

- b. Costs. Carfax & NASA report costs are included in Consignee's commission or fee. Advertising on Autotrader, KBB, CarGurus, TrueCar, Vast, Edmunds & Carfax Online are included in commission cost. Ads and listings on specialty sites (i.e., www.cars.com, Craigslist, eBay) for cars valued under \$10,000 are not included in Consignee's commission or fee. Detailing of the vehicle, safety inspection, repair work, financing and warranty plans are not included in the Consignee's commission/fee. At the Consignee's discretion, Consignee may advance some costs.
- c. Upon completion of sale, transfer of title and vehicle to third-party purchaser, the net amount due to the Consignor(s) from the Consignee shall be the gross sale amount less Consignee's commission/fee and Consignor(s) approved costs incurred during the Term.
- d. If repairs are required before or during the Term of consignment, Consignee shall notify the Consignor(s) and shall secure Consignor(s) approval before any work shall commence. All repair costs will be deducted from the gross sale of the vehicle. If the vehicle is not sold during the specified Agreement term, Consignor(s) agree to pay repairs before vehicle is returned to Consignor(s) if applicable. Consignee reserves the right to not advance miscellaneous costs and/or vehicle repairs costs, if any.
- e. In the event the vehicle is sold during the Term by someone other than the Consignee, Consignor(s) agree(s) to pay Consignee ten percent (10%) of the vehicle's sale amount or ten percent (10%) of the vehicle's Kelly Blue Book value, whichever is greater.
- f. In the event a sale is made directly between Consignor(s) and a third-party buyer who had previously engaged in meaningful discussions about the vehicle with the Consignee, the Consignor(s) agree(s) to pay the Consignee ten percent (10%) of the vehicle's sale amount or ten percent (10%) of the vehicle's Kelly Blue Book value, whichever is greater.

6. Additional Terms.

- a. The Consignor(s) shall provide Consignee at least twenty-four (24) hours' notice should Consignor(s) wish to remove the vehicle from the Consignee's premises. The vehicle can then be removed between the hours of 11:00 am - 4:00 pm, Monday through Friday, or on weekends by appointment, only. All costs incurred while the vehicle was on the Consignor(s) premises (i.e., advertising, detail, repair, inspection, etc.) will be due prior to the vehicle's removal.
- b. If the vehicle remains on the Consignee's premises at the end of the Term, unsold and a new agreement is not considered, the Consignee may have the vehicle impounded ten (10) calendar days after the end of the Term, at the Consignor(s) expense and without prior notice to the Consignor(s). Consignee may, at any time, request or demand that the vehicle be removed from Consignee's premises upon forty-eight (48) hour notice to Consignor(s).
- c. Consignor(s) hereby promise(s) to defend, indemnify and hold harmless Consignee, its employees, agents and assigns from any and all demands, judgements, claims, including reasonable legal fees and all other

**USED VEHICLE CONSIGNMENT AGREEMENT
EXCLUSIVE RIGHT TO SELL**

expenses actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any vehicle taken by Consignee on consignment, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification language contained herein shall survive the termination of this agreement.

- d. It is further agreed that the Consignee, its agents, or assigns are not responsible for any damage to the vehicle due to fire, accident, theft, vandalism, act of nature, or any other cause, whatsoever.

7. Miscellaneous

- a. Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable, then the remaining provisions will continue in full force and effect.
- b. Assignment/Binding Effect. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party in each instance. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective successors and assigns.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon executors, administrators, successors and assigns of the Consignor(s) and Consignee.
- d. Counterparts. This Agreement may be executed in two or more counterparts by facsimile or electronically in .pdf or similar format, each of which will be deemed to be an enforceable original and all of which together constitute one enforceable instrument ("Agreement").
- e. The foregoing, mutual obligations, covenants, terms, and conditions set forth in this Agreement represents the entire understanding and agreement between Consignor(s) and Consignee (the "Parties"). Any modifications, deletions or additions to this Agreement must be in writing and signed by both/all parties and attached to this document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED BY:

"CONSIGNOR(S)"

Signature: _____

Name (print): _____

Signature: _____

Name (print): _____

ACCEPTED AND AGREED BY:

"CONSIGNEE"

On behalf of Diana Group LLC

Signature: _____

Name (print): _____

USED VEHICLE CONSIGNMENT AGREEMENT EXCLUSIVE RIGHT TO SELL

NOTICE TO CONSIGNOR(S)

Failure of the Consignee to comply with the terms of this agreement may be a violation of statute which could result in criminal or administrative sanctions, or both. If you feel the Consignee has not complied with the terms of this agreement, please contact the Department of Motor Vehicles, Division of Investigations and Occupational Licensing, Bureau of Investigations, via the local Department of Motor Vehicle office. The Consignee is the person(s) or dealer who is selling the vehicle(s) on behalf of the Consignor. The Consignor is the person(s) who has given the vehicle to the Consignee to be sold.