

Vehicle Consignment Agreement

Exclusive listing with the exclusive right to sell

1. I or we, the undersigned, hereinafter, called the consignor and Dave's Classics LLC, hereinafter, called the consignee agree as follows;

1. The consignor consigns and delivers possession of the following vehicle to consignee:

Year _____ Make _____ Model _____ Style _____

Miles _____ Engine _____ Trans _____ Color _____ Plate # _____ St _____

Vehicle Identification # _____

Clear Title Y or N Title With Lien Y or N Other _____

Lien Holder Name and Address if applicable _____

Payoff Amount _____

Please list any special instructions regarding this vehicle I.E. starting procedure, driving issues or anything that needs to be explained upon driving or moving this vehicle (includes test drives)

Please list any known defects, flaws or damage this car has now. Also list any maintenance this vehicle may need

Please list any information that will enable potential buyers to make a well informed decision on your vehicle I.E. Restoration done, work performed, modifications made, vehicle history, receipts, how long you have owned this vehicle, why selling (opt) etc.

***This info will also be used in advertising your vehicle so help us promote your car!**

2. By delivering this vehicle to Dave's Classics LLC (consignee) you are placing it on consignment with us for one month and is not a sale of vehicle to consignee. Consignor hereby tenders **\$150.00** _____, which represents a non-refundable first months fee for advertising expenses, clean-up, handling and storage. Consignor also agrees to pay **\$100.00** at the beginning of each new 30 day agreement thereafter. (Optional and requires a new consignment agreement)

3. Consignee accepts possession of Consignors vehicle for consignment and will attempt to sell the vehicle at a price no less than \$_____. Consignor shall have the final approval of any proposed sale of this vehicle. This agreement is effective and valid for 30 days from the date on this agreement. The terms of this agreement are that the dealer shall return the vehicle to consignor or enter into a new agreement at the termination of this consignment agreement.

4. Consignor must have good title to vehicle and provide proof of it. Consignee must be able to show that the title is free and clear from all claims and liens or that lien holder will cooperate with any sale made and release lien in a timely manner. Initials x _____

5. All monies received by Consignee shall be the property of the Consignor. Consignee shall be able to collect deposits from buyers toward the purchase of the vehicle. Consignee agrees to pay to the Consignor all proceeds received within 20 days after the date of sale. Consignor agrees that the Consignee may deduct a commission in the amount of **nine % (percent)** of the final selling price immediately upon sale of the vehicle. In this agreement, a "sale" occurs when the consignee: (A) receives the purchase price of its equivalent or executes a conditional sales contract for the vehicle, or (B) when the purchaser takes delivery of the vehicle, whichever comes first. Within 20 days after the sale, the consignee shall make an accounting to the consignor of all of the following: date of sale, repairs authorized by the consignor (supported by work records), and the total sales price. Upon payment to the monies due the consignor, the consignor agrees to furnish the dealer all documents necessary to transfer the ownership of the vehicle to the purchaser including clear title and any lien release documentation. ***If the Consignee finds a buyer for the subject vehicle and the Consignor circumvents or goes around the Consignee in an attempt to avoid payment of the commission to Consignee, by selling to the customer developed by the Consignee, this will be treated as a sale and the above commission will be due and payable to the Consignee. A sale by the Consignor of any person or firm other than the Consignee, during the duration of the contract with or without assistance of the Consignee will also be treated as a sale and the above commission will be due and payable.** Initials x _____

6. If the vehicle remains unsold or if the vehicle has been sold but not removed from Consignee's premises or if the Consignor or buyer is delinquent in paying storage fees, Consignee may have the vehicle towed and stored elsewhere at Consignor or buyer's expense without prior notice to the Consignor or buyer. Additionally, Consignee may, at any time, request that the vehicle be removed from Consignee's premises upon 48 hour notice to Consignor.

7. Consignor is required to have and is solely responsible for ALL insurance coverage while vehicle is in the possession of consignee and shall hold Consignee harmless from any and all circumstances that may arise while vehicle is in Consignees possession, no matter who may be at fault. Consignor must provide proof and copy of such insurance to Consignee. Initials x _____

8. Should Consignor wish to remove the vehicle from Consignees premises, we require at least 3 days notice and then vehicle can be removed between 10am and 6pm weekdays or upon set appointment.

9. On delivery of the vehicle to Consignee, Consignor shall produce evidence of ownership of the vehicle which may be held by Consignee while the vehicle is in Consignee's possession. Consignor shall provide adequate documentation and proof of ownership so that the Consignee may complete a sale to the buyer. The consigned vehicle is delivered to the dealer in trust for the exact terms set forth in the agreement. The Consignee agrees to receive this vehicle in trust and not to permit its use for any other purpose than what is contained in this agreement without the express written consent of the Consignor.

10. The maintenance and repair of the vehicle shall be at the sole expense of the Consignor. If mechanical or maintenance work becomes necessary while the vehicle is on the Consignee's premises, Consignee will seek permission from Consignor to complete the necessary repairs.

11. Consignor hereby promises to defend, indemnify and hold harmless Consignee, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any automobile 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 in this agreement shall survive the termination of the agreement.

12. This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supercedes any prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendments of this agreement shall be binding unless it is executed in writing by each of the parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SPECIAL NOTE: If a buyer chooses to use a credit card to purchase consignors vehicle there will be an **additional 2%** deducted from selling price. Are you willing to accept a credit card for payment if necessary? **Y or N** **Initials**_____

CONSIGNOR

Name(s) _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone _____ #2 Phone _____ Other _____

Driver Lic # _____ State _____

Insurance Company Name _____ Phone# _____

Policy # _____

Consignor(s) Signature _____

CONSIGNEE

Dealer name – **DAVES CLASSICS LLC**

Address – **101 40TH ST SW**

City – **FARGO**

State - **ND**

Zip – **58103**

Phone – **701-293-9798**

Consignee Signature _____ Date _____

If sold: Vehicle sold for \$ _____ Consignee commission (9%) \$ _____

Amount due consignor after commission \$ _____

Signature of owner (consignor) _____

If not sold: Vehicle was returned to owner on ___ / ___ / ___ and consignment agreement is hereby terminated.

Signature of owner (consignor) _____

