Vehicle Consignment

Agreement

\_\_\_\_\_ COPY OF TITLE & INS \_\_\_\_\_ $150 DOWN

\_\_\_\_\_ AGREEMENT SIGNED \_\_\_\_\_ ½ TANK OF GAS

This agreement is made on / / between Jeremiah’s Rides LLC, herein referred to as “Seller” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ADRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PHONE #, here in referred to as “Consignee”.

Whereas consignee wishes to sell

Year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Odometer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Insurance Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By consigning said vehicle to Jeremiah’s Rides LLC for sale, it is understood:

That Seller agrees to display the vehicle in a prominent place on car lot and advertise vehicle on Seller’s website. Other print and web advertising may be used but at the Sellers discretion and convenience.

The Seller will make every attempt to negotiate the best possible price for the consigned vehicle.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Desired Price \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bottom Dollar

That for his efforts Seller is entitled to be paid $150.00 down + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at time of sale.

Consignee shall pay Seller the entitled amount within 3 days of vehicle sale. No matter where the lead that led to the sale came from.

That Consignee represents that he will maintain appropriate vehicle insurance for theft, damage, and any other coverage that he desires and that the consigned merchandise will remain covered by this insurance till a sale is effectuated or Consignee removes vehicle from Sellers possession.

\*In the event Consignee chooses not to maintain Insurance coverage Seller will give contact information to potential buyers and Consignee will be responsible for any test drives. Consignee also understands that he is responsible for any damages to vehicle and any damages or injury caused by vehicle, not the Seller.

That Consignee understands that Seller assumes no responsibility for loss, theft, fire, or actions of the test drivers or others. Consigner is responsible for insuring his vehicle NOT the Seller.

That the consignment period shall be a maximum period of 90 days. \_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_\_

\*At the end of the 3 months if vehicle has not sold Consignee and Seller will discuss lowering the price or discontinuing sale efforts and removing vehicle from Sellers lot.

Consignee shall consign vehicle for a term of 90 days. Vehicles exterior will also be kept clean and window will be lettered. $150.00, *copy of the title and a copy of current insurance card* are due when car is dropped off, also car needs to have at least a half tank of gas for test driving purposes. All entitled payments shall be paid to seller within 3 days of sale. Consignee may terminate the agreement by giving notice and removing the vehicle from the Sellers lot if the entitled payments are paid in full.

Consignee acknowledges that the Seller may need to make alternative use of the property, and the Consignee therefore grants Seller the right to terminate this agreement at any time by giving refund of down payment, pro-rated and Consignee shall remove vehicle upon said refund, if any.

Consignee agrees to indemnify and hold harmless Seller from claims or demands, including personal injury or property damage arising from accidents with other cars on the property or from any person entering onto the property, including potential car buyers and vandals. Consignee covenants to insure their own vehicle(s) with comprehensive and liability coverage adequate for any such possible claim or demand and shall provide the Seller a copy of any such insurance declaration upon request and covenants to abide by Sellers rules, policies and regulations that it may adopt from time to time to govern the Consignment for the benefit of the Seller, the property, other lessees and their personality, even if such may be adopted after the date of this agreement. Consignee hereby expressly grants to Seller a security interest in and lien against its vehicle(s) parked on the property for any entitled payments, rents, charges, or other liability due to the Seller. Seller shall have all the rights and remedies of a secured party under the Missouri Uniform Commercial Code. All notices required by such a Code shall be sufficient if mailed to Consigner’s address written above. Seller may repossess, impound, store and resell such vehicle(s) according to the Missouri Uniform Commercial Code and the regulations of the Missouri Department of Revenue, all in order to protect its security interest and recover such amounts due. All benefits of this agreement to Seller shall inure to its successors and assigns. Consignee may not assign or transfer this agreement. Seller may secure the property by blocking ingress and egress into and out of the property at the time in the Seller’s sole discretion.

Further, Consignee covenants and agrees to pay Sellers reasonable attorney’s fees and other costs and expenses associated with collection and litigation against Consignee if they in any way breach this consignment agreement. The failure of a party to promptly exercise any right or remedy provided herein or by law shall not be waivered of any obligation of the other nor shall it constitute a modification of this Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them, any future modification requiring a written amendment. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the subject matter contained in the Agreement that is not fully expressed herein.

**IN WITNESS WHEREOF,** the parties subscribe their names effective / /

Consignee: Seller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Print Revised 7-11