

Consignment Agreement for On-Site Vehicles

Surplus City Vehicle Sales

4514 Pacific Heights Road
Oroville, California 95965
530-533-2500

This Consignment Agreement is entered into effective as of _____, 20____ between

_____ and SURPLUS CITY JEEP PARTS

You as the owner agree to consign and deliver possession of the following vehicle or item to Surplus City Vehicle Sales to sell pursuant to the terms of this agreement

Year _____ Make _____ Model _____

Vin / Serial Number _____ License Plate Number _____ State _____

Mileage _____

We recommend a starting price of \$ _____ and recommend that you go no lower than \$ _____

We will make every attempt to obtain the best possible price for the consigned item and will accept no less than \$ _____ as the purchase price. (Set by owner)

If at any time you desire to sell the item to us, we give you the option to do so at the buying price of \$ _____

The parties hereby agree as follows:

There will be a commission of _____% on all sales in addition to any local and regional advertising over and above what is included in this agreement that seller requests

A consignment fee of \$150 will be required to list your vehicle with us. This fee will be reimbursed to you upon the sale of the vehicle or item. If the vehicle or item does not sell by the end of the terms of the agreement then this fee becomes a non-reimbursable fee. At that time the owner can enter into a new Consignment Agreement and an additional consignment fee will be due. At the conclusion of this agreement and if a new agreement is not signed the Consignor will pay a storage fee of \$10 per day until the vehicle or item is removed from the property

Term of this Consignment Agreement for on-site listings is 30 days or until the vehicle sells. During this period we have exclusive rights to sell the vehicle or item. If the owner wants to help sell the vehicle by advertising on their own our contact information must be used in all such advertising and the cost of such advertising will be the responsibility of the owner.

While the vehicle or item is on our facility all paperwork pertaining to the vehicle or item is to be in our possession.

On Site vehicles or items that the owners wish to have additional local advertising over and above the normal advertising we do will be charged at our costs for that advertising.

It is the owners responsibility to transport the vehicle or item to our facility and if the item doesn't sell to pick the vehicle or item up again. Transportation can be arranged but it is the sellers responsibility for any charges that might be incurred.

When sold the selling price does not include transportation or shipping the item to the buyer.

When sold the selling price does not include any taxes or fees due on on the sale, i.e., Sales Tax, Transfer Fees etc.

All money 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 ten % (percent) of the purchase price immediately upon sale of the vehicle. In this agreement, a "sale" occurs when the consignee: (A) receives the purchase price or 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), an exact amount of any liens payable to lienholders, evidence of payment of any liens, and the total sales price. Upon payment of the monies due the consignor, the consignor agrees to furnish the dealer those documents necessary to transfer the ownership of the vehicle to the purchaser. 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 the 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 or any person or firm other than the Consignee, during the duration of this contract with or without assistance of the Consignee will also be treated as a sale and the above commission will be due and payable.

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, demand that the vehicle be removed from Consignee's premises upon 48 hour notice to Consignor.

Consignee does maintain fire and theft insurance in a limited amount on consigned vehicles. Consignor is advised to maintain comprehensive and liability insurance in addition or in lieu thereof while the vehicle is in Consignee's possession at the expense of the Consignor.

Consignor is solely responsible for compliance with all State Emission Control Laws.

Should Consignor wish to remove the vehicle from Consignee's premises, we require at least 5 days notice. The vehicle can then be removed between 9 a.m. and 5 p.m. on weekdays or subject to appointment.

On delivery of the vehicle to Consignee, Consignor shall produce evidence of ownership of the vehicle which will 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 this 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

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.

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 this agreement.

In the event formal litigation is required, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred. Any claim made that cannot be resolved shall be adjudicated by the American Arbitration Association. The Consignor and Consignee hereby waive their right to a trial in the matter and instead agree to binding arbitration through the American Arbitration Association. California law will apply and all claims will be venued and arbitrated in Oroville, California.

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.

Owner:

Signature: _____

Printed Name: _____

Address _____ City _____ State _____ Zip Code _____

Cell Phone _____ Home Phone _____ E-Mail _____

Surplus City Vehicle Sales:

Signature: _____

Printed Name: _____

Title: _____

NOTICE TO CONSIGNOR: 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 Vehicles 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.