



## CONSIGNMENT AGREEMENT

Make:

Model:

Year:

VIN:

Color (exterior/interior):

Mileage:

The mileage on the vehicle is actual \_\_\_\_\_ (initial)

or the actual mileage is unknown \_\_\_\_\_ (Initial)

This Agreement is between Vehinet, LLC here after known as "Dealer" and \_\_\_\_\_ here after known as "Owner."

a) Owner guarantees free and clear, negotiable title and state emission certificate, if applicable. Title must be in owner's name or consignor must have proper written authorization from owner to consign vehicle. Owner agrees to assist in any way necessary to legally transfer title. Dealer reserves the right to withhold all funds until delivery of a free and clear, negotiable title. Owner must provide a copy (front and back) of the title at the time of consignment. If vehicle is sold and emission certificate is needed, owner is required to immediately obtain a current emission certificate. If there is a lien on the vehicle, owner must provide written authorization for payoff and give Dealer authority and right to obtain the title directly from the lien holder upon payment of the note.

b) Vehicle is to be delivered to Dealer clean and in good running and driving condition. Any deficiencies or needed repairs must be noted in writing prior to consignment. Older vehicles may exhibit inherent mechanical problems when sitting for periods of time. Should a problem occur, you will be notified and asked to repair the problem as soon as possible. Dealer is not responsible for any mechanical problems that may occur while on consignment. All repairs are at the Owner's expense. Please have at least a half a tank of gas in the vehicle. Dealer reserves the right to require certain detailing or repairs be performed in order to consign the vehicle. Monthly maintenance cleaning is included in the consignment fee.

c) Dealer is NOT responsible for theft or damage to the vehicle, any of its components or its contents while on consignment. Dealer requires that all vehicles left on consignment be fully insured by the owner. Please remove any personal items.

d) Owner authorizes Dealer to drive or use the vehicle for purposes of demonstration, display or repairs. This may include car shows, public displays, or commercial advertising etc.

e) All advertising placed by the Owner prior to consignment must be canceled or removed. This includes but is not limited to Internet, print or mass media advertisements. Owner grants Dealer the exclusive right to sell the vehicle while on consignment. If owner attempts to sell the vehicle while under this Agreement, to any party, then Owner is in breach of this Agreement and agrees to pay Dealer all commissions and fees due under article (f) of this Agreement, regardless of whether the sale was consummated or not.

f) Consignment fee is \$150.00 per month. The first month fee is due at the beginning of the consignment. Subsequent monthly fees will be taken from proceeds upon the sale of the vehicle or upon pickup of the vehicle. Consignment begins on \_\_\_\_\_ and continues until such time the vehicle is sold or terminated by Dealer or the Owner. The minimum consignment period is 90 days. If Owner elects to terminate this Agreement prior to the 90-day minimum period, then Owner agrees to pay Dealer all commissions and fees owed under this Agreement. The minimum fee due at the time of termination is \$450.00. Dealer reserves the right to deny release of the vehicle if any commissions or fees remain unpaid under this Agreement.

g) The Owner will accept no less than \$ \_\_\_\_\_ for the sale of the vehicle. This amount is also known as the Net to Owner. The Owner may at a later time elect to lower the Net amount to him/her. Owner can do so by writing or calling the Dealer. The Dealer can offer the Owner a lower Net to Owner and if accepted by the Owner, \$ \_\_\_\_\_ will be considered as the new Net to Owner at the time of sale. The Net to Owner does not include consignment fees or any agreed upon repairs or expenses required for the sale of the vehicle.

h) Dealer has the right to sell the vehicle at or above the Net to Owner amount, without further consultation with the Owner. Dealer reserves the right to set the asking and final sale price. Any amount earned over the Net to Owner amount will be earned and retained by Dealer. If Dealer presents to Owner, an offer that is lower than the Net to Owner and Owner agrees to accept the offer, then Dealer can sell the vehicle at any amount over the new agreed Net to Owner and retain any amount above the Net to Owner as earned commission.

i) In the event the Owner is in possession of the vehicle during the term of this Agreement and Dealer has secured a buyer, then the Owner agrees to deliver the vehicle to Dealer or to whom Dealer authorizes within five (5) working days upon notice by Dealer. Failure to deliver the vehicle will constitute a violation of this Agreement in which case, Owner agrees to pay Dealer all commissions and fees plus \$1,000.00 in liquidated damages regardless whether the sale was consummated or not.

j) Prior to removing the vehicle, Owner must bring his/her account current with respect to consignment fees and any necessary repairs. Additionally, Owner must

give Dealer at least a 24-hour notice. Vehicles cannot be removed in the middle of the Agreement without penalty (refer to article (f) regarding early termination).

k) This Agreement will be interpreted according to the laws of the State of New Hampshire. Suits by either party to settle disputes will be filed in Hillsborough County Court in New Hampshire. Owner, by signing this Agreement, gives up the right to sue Dealer in any other venue except as stated herein. The maximum relief to Owner will be no more than the Net to Owner set in article (g) of this Agreement, which include all legal costs. Violation of any article will constitute a breach of this Agreement. All monies due under this Agreement will be due and payable immediately.

This is the only Agreement entered into by Dealer and Owner along with any necessary attachments. There are no other verbal, implied or expressed agreements in place.

I have read and agree to all conditions set forth in this agreement.

Owner's Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Owners Name:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone:

Work Phone:

Cell Phone:

Email:

The vehicle consigned to Dealer was returned to Owner on \_\_\_\_\_

The Owner acknowledges receipt of the vehicle and releases the Dealer from all obligations under this Agreement.

Owner's Signature: X \_\_\_\_\_ Date: \_\_\_\_\_