

VEHICLE CONSIGNMENT AND SALES AGREEMENT

Exclusive listing with the exclusive right to sell

1. I, the undersigned, herein after called the Consignor (the vehicle owner), and SellmyCarforMe.com, hereinafter called the Consignee, agree as follows: The Consignor consigns and delivers possession of the following vehicle to Consignee:

Year	_____
Make	_____
Model	_____
VIN#	_____
Mileage	_____
License Plate & State	_____
Driver License # of Vehicle Owner(s)	_____
Total # of Owners & Names	_____
Insurance Co & Policy #	_____

I _____ / _____ will pay for all the Parts and/or Labor.

Owner cannot sell the car on your own if you do you will be responsible for all commissions, parts & labor costs.

Follow pricing model located online at sellmycarforme.com to be paid to Rick Khalil.

The parts will be totaled and discounted from the final sales price of vehicle.

The car will be registered and insured at all times. If it is inoperable registration must be valid.

A minimum fee of **\$250 dollars** will be given at contract signing if canceling with 24 hours otherwise no refund will be given after 24 hours of signing agreement. You will also be responsible for the difference of the commission. There is no refund to this fee in no circumstance. If any money shall be refunded it is at the discretion of sellmycarforme.com

If you decide to keep the car you are responsible for the following but not limited to the commission, fees, all parts and labor costs enforceable by applicable state laws in which the agreement has been executed.

You will prepare the title to be ready for sale and will be free and clear of any debts. Title must be provided at time of signing agreement. If the title has leans or other debts you must disclose this knowledge prior to listing vehicle for sale. You must prove ownership of vehicle prior to hire agreement.

If the vehicle is stored at a location you must give 24 hour access to this location.

All keys and manuals must be provided / available at time of agreement.

All loans and payoffs on vehicle must be presented at time of agreement.

Extra Costs and Fees may or may not be involved: such as; Carfax, Autocheck, marketing costs, total labor must not exceed 1 hour and anything over will be calculated at min of \$75 dollars an hour and up depending on type of vehicle.

2. The delivery of this vehicle is on consignment and is not a sale of the vehicle to the consignee.

3. Consignee accepts possession of consignor's vehicle on consignment and will attempt to sell the vehicle at a competitive price based on vehicle condition which is no less than \$ _____ (leave blank if not agreed upon)

This agreement is effective and valid for 365 days from the date of this agreement. The terms of this agreement are that the consignee shall return the vehicle to the consignor, or enter into a new agreement at the termination of this consignment agreement. If sellmyfarforme.com has not been notified within 30 days prior to the agreement expiration, by default it will be extended for another 365 days in perpetuity.

4. Consignor must have a clean title to the vehicle and provide proof of ownership. If title is not in good standing then consignor must disclose status of title. Consignee must also be able to show that the title is free and clear from all claims and liens or that the lien holder will cooperate with any sale made.

5. Consignor agrees that the Consignee may deduct a commission in the amount of the purchase price immediately upon sale of the vehicle plus any fees and costs. See pricing chart after signatures below.

- 0-\$1,000
15% of Sale Price plus initial fees & any agreed labor charges
- \$1,001-\$5,000
10% of Sale Price plus initial fees & any agreed labor charges
- \$5,001-\$10,000
min of \$500 plus 7.5% of Sale price of remaining amount plus initial fees & any agreed labor charges
- \$10,001-\$25,000
min of \$750 plus 5.0% of Sale price of remaining amount plus initial fees & any agreed labor charges
- \$25,001-\$50,000
min of \$1,000 plus 2.5% of Sale price of remaining amount plus initial fees & any agreed labor charges
- \$50,001-\$1,000,000
min of \$2,000 plus 1.5% of Sale price of remaining amount plus initial fees & any agreed labor charges

6. Within a maximum of 30 days after the sale of said vehicle, the consignee shall make an accounting to the consignor of all of the following: date of sale, detail work and repairs authorized by the consignor, 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 with no hesitation and in a timely manner. If consignor delays this they will face fines of up to \$100.00 per day.

7. 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.

8. Consignor does maintain adequate coverage with 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. Proof of insurance will need to be provided.

9. The maintenance and repair of the vehicle shall be at the sole expense of the Consignor; an amount not exceeding \$250.00 for detailing and an amount not exceeding the cost for the necessary mechanical repairs over the retail price of the vehicle. This is agreed upon and payable by the consignor. If further 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.

10. 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.

14. 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 binding arbitration. The Consignor and Consignee hereby waive their right to a trial. California law will apply and all claims will be venued and arbitrated in Passaic, Passaic County, New Jersey.

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 binding arbitration

Consignor _____ **Date:** _____
on behalf of owner of vehicle

Print _____

Consignor 2 _____ **Date:** _____
on behalf of owner of vehicle

Print _____

Consignee _____ **Date:** _____
on behalf of SellMyCarForMe.com

Print _____

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.