

# WAUKEGAN

Auto Auction

2731 Belvidere Rd.  
Waukegan, IL 60085

(847) 782-5786 Phone  
(847) 782-8504 Fax

## MOTOR VEHICLE CONSIGNMENT AGREEMENT

Wherefore, \_\_\_\_\_ (your name), as Owner and Consignor of certain property more particularly described hereinafter, and Waukegan Auto Auction, Consignee, in exchange for good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement (“Agreement”) do agree to the following:

**1.) Ownership:** Consignor warrants, covenants and agrees that the property being sold is owned by the Consignor, and that there are no liens, judgments or encumbrances against the ownership, including all rights of sale or transfer, of the consigned property.

**2) Description of Consigned Property:** Consignor agrees to deliver, and Consignee agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this agreement, the following described property.

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

a.) VIN Number: \_\_\_\_\_

b.) Color: \_\_\_\_\_ Mileage: \_\_\_\_\_

c.) Any defects or mechanical problems? Yes: \_\_\_\_\_ No: \_\_\_\_\_

d.) If you checked “Yes” please list problems below:  
\_\_\_\_\_  
\_\_\_\_\_

**3.) Price:** The Sale price is to be determined by the Consignor: Waukegan Auto Auction agrees to inform the Consignor of any and all Bona Fide offers to purchase the consigned property for prices less than the asking price, for less than the asking price set by the Consignor. **PLEASE MAKE SURE WE HAVE A CURRENT PHONE NUMBER WHERE YOU CAN BE REACHED DURING THE AUCTION TIMES.** Consignor reserves the exclusive rights to accept a price less than the offering price.

**4.) Protect Price:** \$ \_\_\_\_\_

**5.) Amounts of payments to consignor:** Consignor and Consignee agree that an amount of ten percent (10%) of the selling price shall be due and payable to Waukegan Auto Auction upon the sale of the property subject of this Agreement. A minimum of \$100.00 is due if the property sells for less than \$1000.00. If the vehicle is presented at Auction and Waukegan Auto Auction is unable to sell said property, a run fee of \$25.00 per each time the property is offered for sale is due to the Waukegan Auto Auction.

**6.) Liability for Damage, Loss, Theft, Etc.:** In the event that the consigned property is lost, stolen damaged, destroyed for due to any cause, known or unknown, while consigned to the Waukegan Auto Auction the Consignor shall hold Waukegan Auto Auction non liable and harmless.

**7.) Title:** The title to the property being consigned shall remain in the possession of Waukegan Auto Auction until the property described is sold, or the Consignor pays the fees for “No Sale” to Waukegan Auto Auction.

**8.) Insurance:** The Consignor warrants that the vehicle being consigned is showing the said vehicle. The Consignor hereby agrees to waive subrogation rights of his or hers insurance carrier.

**9.) Miscellaneous:** This agreement shall be construed in accordance with the laws of the State of Illinois. If the vehicle is inoperable at the time of sale, Waukegan Auto Auction reserves the right to sell this as a “Non Runner.” Vehicles may not be removed on the day of auction until after the sale is complete.

**10.) Storage:** Cars left on Waukegan Auto Auction lot are subject to a \$25.00 per day fee after the second unsuccessful run at the auction. This is in addition to the \$25.00 per run fee.

**Consignor Agreement Signature:**

**WAA Sales Representative:**

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title In:

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Alternate: ( \_\_\_\_\_ ) \_\_\_\_\_