



15051 E Beltwood Pkwy • Addison, TX 75001  
(855) 939-6842 • Info@ExoticWorldMotorCars.com

## Motor Vehicle Consignment Agreement

### Consignment Agreement Between:

Name(s) of Consignor (Owners as Appear on the Title), Address, City, State Zip and Telephone Number	Name of Consignee (Dealership), Address, City, State, Zip and Telephone Number <b>Dealer # P157926</b> Exotic World Motor Cars 15051 E Beltwood Pkwy Addison, TX 75001 (855) 939-6842
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### Description of Consigned Vehicle

MAKE	MODEL	BODY TYPE
VEHICLE IDENTIFICATION NUMBER	YEAR	

### Statement of Vehicle History and Title Brands: This vehicle was previously (check all that apply)

- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Rental Use       | <input type="checkbox"/> Other (write below) _____ | <input type="checkbox"/> Rebuilt Salvage                | <input type="checkbox"/> Flood Damaged        |
| <input type="checkbox"/> Demonstrator Use | _____  | <input type="checkbox"/> Transferred to insurance co. - | <input type="checkbox"/> Manufacturer Buyback |
| <input type="checkbox"/> Executive Use    | _____  | Damage claim paid                                       | Titled in _____                               |

### Terms of Consignment Agreement

- Selling price.** The Consignee (dealership) and consignor (you) agree that the selling price of the above described vehicle  
a) ☐ Shall be \$ \_\_\_\_\_ or  
b) ☐ Shall not be less than \$ \_\_\_\_\_  
No reduction of price under the stated price or minimum shall be made without the express written agreement of the Consignor(s).
- Commission.** The Consignor agrees to pay the Consignee a commission on the following basis: (check one)  
a) ☐ A flat fee of \$ 800 or  
b) ☐ A fee of 3% of the selling price to be paid to consignee once vehicle is sold.  
**NOTE:** A flat fee of \$600 for advertising & detailing will be paid in the event the vehicle is not sold and consignor wants to pick up vehicle prior to selling.
- Duration.** The duration of this agreement shall be from the date of this agreement through the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (expiration date).  
If the consigned motor vehicle is not sold prior to the expiration date, Consignee will return it to the Consignor unless a new Motor Vehicle Consignment Agreement is signed by both parties. (Note: Execute a new consignment agreement if consignment is to continued after the expiration date.)
- Other Terms.** To ensure the vehicle is functionable for showing, the vehicle must be brought in with at least 1/4 tank of gas. For your convenience, *Exotic World* can replace your fuel at \$4.50 per gallon.
- Warranties of Consignor.**  
The Consignor warrants that he/she has title and full power to dispose of the described consigned motor vehicle, and the consigned motor vehicle is free and clear of all liens except:  
☐ Check if the below listed lien holder holds title to the vehicle.  
\_\_\_\_\_  
Name and Address of Lienholder      \$ \_\_\_\_\_  
Outstanding Balance
- Applicable regulations.** The Consignor and the Consignee understand that the consigned motor vehicle shall be sold and is subject to the same regulations of sales as if it was owned by the Consignee.
- Inspection and Repair of Vehicle Defects.** Any costs for the inspection, repair and/or maintenance of Consignor's vehicle over and above \$50.00 shall be disclosed to the Consignor on a separate repair order.
- Registration and Insurance.** The Consignor agrees to register the vehicle during the duration of the consignment. The Consignor acknowledges the Consignee's insurance may not include coverage for the Consignor's vehicle.  
Consignor agrees to pay all fees involved for maintaining the vehicle's registration and insurance including liability insurance.
- Use.** The vehicle  
☐ was purchased or used for personal, family or household purposes. Consignor retains ownership of the vehicle.  
☐ was not purchased or used for personal, family or household purposes. Consignor retains a security interest in the vehicle in the amount shown in ¶ 1.

10. **Title.** The Consignor agrees to provide to Consignee the vehicle's Certificate of Title at the time of the consignment. The Consignee will hold the title for inspection by potential buyers during the period of consignment except in the case where the vehicle's title is held by a lienholder disclosed in ¶15 of this agreement. The title reassignment by the consignor will not be signed until the vehicle is actually sold, and if the vehicle is not sold during the duration of the consignment, the Consignee will promptly return the title certificate to the Consignor along with the vehicle.
11. **Payment of Selling Price to Consignor.** Consignee will pay Consignor the selling price, less the Consignee's commission under par. 2 and the inspection fee and cost of repair under par. 6 and 7, within twenty (20) business days following Consignee's receipt of payment of the selling price from the purchaser.
12. **Risk of Loss.** Consignee agrees to hold the consigned motor vehicle during the duration of this agreement and exercise reasonable care in a manner in accordance with customary trade practices. Any risk of loss or damage to said vehicle remains with the Consignor and Consignor agrees to hold Consignee harmless for any losses or damage incurred to said vehicle, except damage or loss caused by Consignee's reckless or willful acts or omissions, and agrees that any obligation to insure said vehicle against property damage or loss is that of the Consignor.

13. **Consignor's Warranties/Representations.**

In addition to all other remedies at law or equity, Consignee may terminate this agreement if any of the disclosures or representations made on such statement are determined to be inaccurate or incomplete. Consignor further agrees to indemnify, defend and hold harmless Consignee against any and all damages, claims, suits, and/or causes of action, including costs and attorney fees, resulting from the inaccuracy or incompleteness of any such disclosure or representation.

14. **Entire Agreement; Modification.** This agreement (including the terms on the Reverse side) and any documents expressly referenced in this agreement constitute the entire agreement between Consignor and Consignee regarding the consignment of the consigned motor vehicle, and supersedes any prior agreements and representations. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party.

\$

Current Market Value of Vehicle

Source

**FUEL LEVEL:**

(Circle One) F 7/8 3/4 5/8 1/2 3/8 1/4 1/8

I, \_\_\_\_\_ (name of person making disclosure. Print) state that the

ODOMETER NOW READS (No Tenths): and to \_\_\_\_\_, \_\_\_\_\_ the best of my knowledge is the actual mileage of this vehicle unless one of the following statements is checked.

☐ 10 or more model years old

☐ Gross vehicle weight rating exceeds 16,000 lbs.

☐ The odometer reading reflects the amount of mileage in excess of the mechanical limit.

☐ The odometer reading is NOT actual mileage. **WARNING ODOMETER DISCREPANCY**

\_\_\_\_\_  
Consignor (Owners)

\_\_\_\_\_  
Consignor (Owners)

\_\_\_\_\_  
Consignee (Name & Title of Authorized Representative)

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

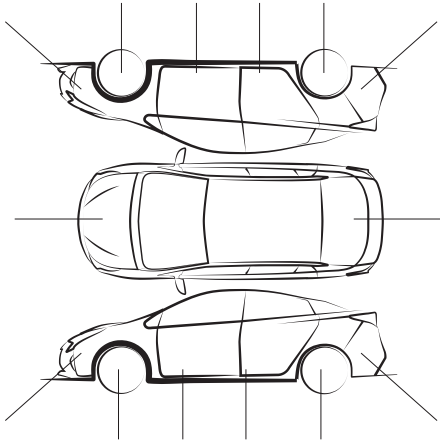
SALES ASSOCIATE ATTACH:

☐ Copy of Driver's License

☐ Copy of Proof of Insurance

## RENTAL VEHICLE CONDITION IN & OUT OF CONSIGNMENT

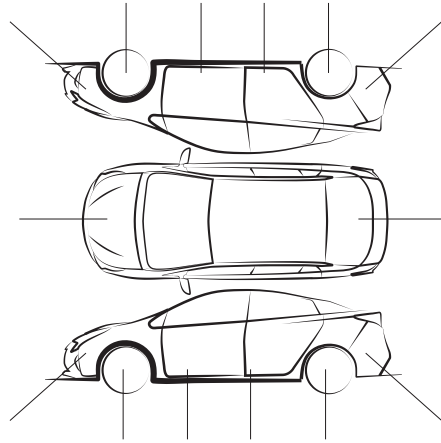
Condition OUT:



CUSTOMER SIGNATURE / INITIALS

**X** \_\_\_\_\_

Condition IN:



CUSTOMER SIGNATURE / INITIALS

**X** \_\_\_\_\_