



4700 Keller Hicks Rd, Fort Worth, Texas 76248 Office: 817-741-1400 www.affordableautobrokers.com

USED VEHICLE CONSIGNMENT AGREEMENT

Exclusive listing with the exclusive right to sell

I (We), the undersigned owner(s) (Owner), hereby agrees to consign my (our) vehicle with Affordable Auto Brokers (AAB), the vehicle described as follows (Vehicle), for the sole purpose of selling the Vehicle with a Minimum Selling Price (MSP) of \$_____. The Owner shall have final approval of any amount below the MSP. The Owner agrees to consign the following Vehicle for up to 60 days:

Year _____ Make _____ Model _____ Color _____

(Circle One)

The current odometer reading is _____ miles. *Actual *Excess of Mechanical Limits *Unknown

VIN

(Circle One) If you answered "Yes" to any, please provide details:

Has this vehicle been in a major accident? No Yes _____

Has this vehicle ever been in a flood? No Yes _____

Has this vehicle ever had hail damage? No Yes _____

Has the vehicle ever been on a Salvage Title? No Yes _____

For their marketing and efforts, AAB is entitled to compensation as follows:

- Enrollment Fee: \$175.00, Paid by Owner at the time of Agreement signing. This fee becomes earned by AAB and non-refundable to the Owner once the Vehicle has been listed on AAB's internet website.
- Sale Commission: AAB shall earn and retain any amount above the MSP for successfully selling the Vehicle on behalf of the Owner.

WHEREAS, The Owner owns the Vehicle as described above and desires to sell pursuant to the terms of this Agreement. The parties hereby agree as follows:

General Terms:

1. The term of this Agreement shall be a minimum of 60 days from the date this Agreement is signed. During the 60-day term, the Agreement can be terminated by either party by giving 3 calendar days written notice, provided there is no pending sale. The Owner can extend the consignment period under the same terms as this Agreement for an additional 60 days by paying a consignment Renewal Fee of \$75, or chose not to extend the term of this Agreement and remove the Vehicle from AAB's property.
2. Owner shall pay AAB an Enrollment Fee of \$175 to list the Vehicle for sale, as described in this Agreement. This fee is paid at time of signing of this Agreement and is non-refundable as described on Page One of this Agreement. As additional compensation, once the Vehicle is sold, AAB earns a commission equal to the buyer's purchase price, minus the MSP, as mutually agreed on Page One of this Agreement. AAB, at its sole discretion, can list and sell the Vehicle to a buyer for any amount, at or above MSP, without further consent of Owner.
3. AAB may, at its expense and discretion, have a mechanical or state safety inspection of the Vehicle completed by a qualified 3rd party. Owner's Vehicle must be free of major mechanical problems that would create a safety issue or prevent the Vehicle from being driven before it can be listed for sale by AAB. For example, bad wheel bearings, engine problems, bad brakes, transmission issues, axle problems, poor tires, check engine lights and other dash warning lights, etc. If the Vehicle does not pass an inspection, and if Owner, at its expense, does not repair problems to pass a state safety inspection, AAB can refuse to offer the Vehicle for sale on consignment, and AAB may deduct any out of pocket expenses incurred from Enrollment Fee. Any amount remaining will be refunded to the Owner if the Vehicle has not been listed on AAB's internet website.
4. If there is a lender lien on the Vehicle, it must be for an amount (payoff) less than the MSP, otherwise the Owner must provide the difference to AAB to hold in escrow or make satisfactory arrangements with AAB to satisfy the lien.
5. AAB will use a temporary dealer plate when road testing or operating the Vehicle on public roads.
6. AAB shall have no liability for punitive, exemplary, or consequential damages under this Agreement. The liability of AAB under this Agreement shall not exceed the amount of the Enrollment Fee actually paid to AAB.
7. This Agreement is the entire agreement between the parties regarding this consignment. No other written or oral understandings or agreements regarding the consignment will be binding upon the parties unless included in this Agreement.

Owner:

1. Owner authorizes AAB to sell the Vehicle on Owner's behalf, at or above the MSP, and grants AAB the power to execute any necessary documentation as Owner agent.
2. Owner represents and warrants to AAB that (a) Owner owns the Vehicle, (b) Owner has full right and authority to enter into this Agreement and to sell the Vehicle, (c) Any information the Owner shares with AAB will be true and accurate to the best of Owner's knowledge.
3. Owner will provide all documentation needed by AAB to sell the Vehicle, including the following:
 - a. A photocopy of the title (front and back) if Owner has title in their possession. If there is a lien on the Vehicle, the Owner will provide AAB with lien holder name, phone number and Owner's account number.
 - b. Copy of Owner driver license and Vehicle registration.
 - c. Copy of the insurance certificate.
4. Owner agrees to maintain full liability coverage, and in addition, comprehensive fire, theft, collision and such other insurance on the Vehicle for its full replacement value as AAB reasonably requires. The limits of the insurance shall be reasonably satisfactory to AAB
5. Owner shall indemnify and hold AAB harmless from and against all actions or causes of action, claims, demands, liabilities, losses, damages or expenses which AAB may sustain or incur as a result of any breach by Owner of this Agreement, including any suit instituted to enforce the obligations of this Agreement.

