



4700 Keller Hicks Rd, Fort Worth, Texas 76248 Office: 817-741-1400 [www.affordableautobrokers.com](http://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 of \$\_\_\_\_\_. The Owner shall have final approval of any proposed sale of the Vehicle. 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 retain Consignment Fees which are paid by the Owner and earned by AAB as follows:

- Presale & Marketing Fee: \$175.00, Paid by Owner at the time of agreement signing. This portion of fees becomes non-refundable and earned by AAB once Owner's vehicle has been listed on AAB's internet site ([www.affordableautobrokers.com](http://www.affordableautobrokers.com)).
- Success Fee: \_\_\_\_\_% of Final Sale Price or \$825 (whichever is greater). Earned by AAB at the time of sale of Vehicle (signed Bill of Sale) and shall be deducted by AAB from the final sale proceeds.

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. Owner shall pay AAB Consignment Fees (enrollment and success) to list and sell the Vehicle, with the Enrollment Fee paid at time of signing of this Agreement and being non-refundable as described on Page One of this Agreement. The Owner shall pay the remaining portion (Success Fee) of the Consignment Fee as described on Page One from the sale proceeds of the Vehicle when it is sold.
2. The term of this Agreement shall be a minimum of 60 days from the date this Agreement is signed. After the initial 60-day term, the Agreement can be terminated by either party, by giving 7 days written notice, provided there is no pending sale. The Owner can extend the Consignment Period under the same terms as this agreement for another 60 days by paying a Consignment Renewal Fee of \$100.00 and reducing List Price of vehicle by 10% from current listed price, or chose to remove the vehicle from AAB's property.
3. AAB will have, at its expense, and discretion, a 3<sup>rd</sup> party complete a mechanical or state safety inspection of the Vehicle. 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 by AAB for sale. 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 Owner, at its own 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 the Pre-sale & Marketing fee paid by Owner. Any amount remaining will be refunded to the Owner if the Vehicle has not been listed on AABs website.
4. If there is a lender lien, it must be less than the sale amount of the Vehicle, otherwise the Owner must provide the difference for AAB to hold as collateral for the sale or make satisfactory arrangements with AAB to satisfy the lien.
5. The Owner shall retain their license plates while the Vehicle is on consignment with AAB. AAB will use a dealer temporary plate when road testing the vehicle.
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 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, including 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 holders, name, address, phone number and Owner's account number.
  - b. Copy of Owner driver's license.
  - c. Copy of the registration.
  - d. 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.

