

Classic Cars of Florida

14985 S. Tamiami Trail . Ft Myers, FL 33912 . (239) 415-0606 . (239) 415-0566 Fax
www.classiccarsofflorida.com

CONSIGNMENT AGREEMENT

VEHICLE MAKE:

MODEL:

BODY TYPE:

YEAR:

VIN:

COLOR:

(EXTERIOR / INTERIOR)

MILEAGE:

- The customer warrants that the mileage on the vehicle is actual or the actual mileage is unknown . **(Initial)**

This Agreement is between Classic Cars of Florida here after known as "Dealer" and here after known as "Owner."

1. Owner guarantees free and clear, negotiable title and state smog certificate, if applicable. Title must be in owner's name or consignor must have proper written authorization from owner to consign vehicle. Owner agrees to assist in any way necessary to legally transfer title. Dealer reserves the right to withhold all funds until delivery of a free and clear, negotiable title. Owner must provide a copy (front and back) of the title at the time of consignment. If vehicle is sold and smog certificate is needed, owner is required to immediately obtain a current smog certificate. If there is a lien on the vehicle, owner must provide written authorization for payoff and give Dealer authority and right to obtain the title directly from the lien holder upon payment of the note.
2. Vehicle is to be brought in clean and in good running and driving condition. Any deficiencies or needed repairs must be noted in writing prior to consignment. Older vehicles are inherent to mechanical problems when sitting for periods of time. Should a problem occur, you will be notified and asked to repair the problem as soon as possible. Dealer is not responsible for any mechanical problems that may occur while on consignment. All repairs are at the Owner's expense. Please have at least a half a tank of gas in the vehicle. Dealer reserves the right to require certain detailing or repairs be performed in order to consign the vehicle.
3. Dealer is NOT responsible for theft or damage to the vehicle, any of its components or its contents while on consignment. Dealer requires that all vehicles left on consignment be fully insured by the owner. Please remove any personal items.
4. Owner authorizes Dealer to drive or use the vehicle for purposes of demonstration, display or repairs. This may include car shows, public displays, or commercial advertising etc.
5. All advertising placed by the Owner prior to consignment must be canceled or removed. This includes but is not limited to Internet, print or mass media advertisements. Owner grants Dealer the exclusive right to sell the vehicle while on consignment. If owner attempts to sell the vehicle while under this Agreement, to any party, then Owner is in breach of this Agreement and agrees to pay Dealer all commissions and fees due under article (6) of this Agreement, regardless of whether the sale was consummated or not.
6. Consignment fee is \$399.00 for 90 days and is due at the beginning of the consignment. Consignment begins on and continues until such time the vehicle is sold or terminated by Classic or the Owner. The minimum consignment period is 90 days. If Owner elects to terminate this Agreement prior to the 90-day minimum period, then Owner agrees to pay Dealer all commissions and fees owed under this Agreement. Dealer reserves the right to deny release of the vehicle if any commissions or fees remain unpaid under this Agreement.
7. The Owner will accept no less than \$ for the sale of the vehicle. This amount is also known as the Net to Owner. The Owner may at a later time elect to lower the Net amount to him/her. Owner can do so by writing or calling the Dealer. The Dealer can offer the Owner a lower Net to Owner and if accepted by the Owner, will be considered as the new Net to Owner at the time of sale. The Net to Owner does not include consignment fees or any agreed upon repairs or expenses required for the sale of the vehicle.
8. Dealer has the right to sell the vehicle at or above the Net to Owner amount, without further consulting with the Owner. Dealer reserves the right to set the asking and final sale price. Any amount earned over the Net to Owner amount will be earned and retained by Dealer. If Dealer presents to Owner, and offer that is lower than the Net to Owner and Owner agrees to accept the offer, then Dealer can sell the vehicle at any amount over the new agreed Net to Owner and retain any amount above the Net to Owner as earned commission.
9. In the event the Owner is in possession of the vehicle during the term of this Agreement and Dealer has secured a buyer, then the Owner agrees to deliver the vehicle to Dealer or to whom Dealer authorizes within five (5) working days upon notice by Dealer. Failure to deliver the vehicle will constitute a violation of this Agreement in which case, Owner agrees to pay Dealer all commissions and fees plus \$1,000.00 in liquidated damages regardless whether the sale was consummated or not.
10. Prior to removing the vehicle, Owner must bring his/her account current. Additionally, Owner must give Dealer at least a 24-hour notice. Vehicles cannot be removed in the middle of the Agreement without penalty (refer to article (6) regarding early termination).
11. This Agreement will be interpreted according to the laws of the State of Florida. Suits by either party to settle disputes will be filed in Lee County Court in Florida. Owner, by signing this Agreement, gives up the right to sue Dealer in any other venue except as stated herein. The maximum relief to Owner will be no more than the Net to Owner set in article (7) of this Agreement, which include all legal costs. Violation of any article will constitute a breach of this Agreement. All monies due under this Agreement will be due and payable immediately.

This is the only Agreement entered into by Dealer and Owner along with the attachments (Vehicle Information Sheet, Repair Authorization Addendum and Authorization for Payoff). There are no other verbal, implied or expressed agreements in place.

I have read and agree to all conditions set forth in this agreement.

Owner:

Dealer:

 X
Owner's Signature

 X
Authorized Signature

Printed Name

Printed Name

Date

Date

OWNER INFORMATION

ADDRESS:

EMAIL:

CITY:

HOME PHONE:

STATE:

WORK PHONE:

ZIP:

CELL PHONE:

The vehicle consigned to Dealer was returned to Owner on _____ . The Owner acknowledges receipt of the vehicle and releases the Dealer from all obligations under this Agreement.

Authorization by Owner

Date

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CONSIGNMENT AGREEMENT ADDENDUM

Owner authorizes Dealer to perform the following repairs and services as a condition of the Consignment Agreement.

Authorization by Owner

Date

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VEHICLE INFORMATION SHEET

TRANSMISSION:

ENGINE DISPLACEMENT:

HORSEPOWER:

MATCHING NUMBERS:

IS THERE A LIEN ON THE VEHICLE?:

OPTIONS: Please place an "X" next to all that apply

A/C

Tilt Wheel

Alloy Wheels

T-Tops

AM/FM

Side Exhaust

Power Windows

Cassette / 8 Track

Rally Wheels

Power Steering

Drum Brakes

Speed Warning

Power Locks

Power Drum Brakes

Ram Air

Power Seats

Power Disc Brakes

Cowl Induction

Cruise Control

Tinted Windows

Rally Gauges

ADDITIONAL INFORMATION: Please place an "X" next to all that apply

Original Owner

Garage Kept

Maintenance Restored

Documentation

Restored

Partially Restored

Accident Free

Unrestored

ADDITIONAL COMMENTS:

The owner understands that they are responsible for the accuracy of all information listed above. Misrepresenting or altering mileage, VIN numbers, any information or history of the vehicle are potential civil and criminal offenses carrying civil state and federal penalties. Owner agrees to defend Dealer from all disputes and charges arising out of any misrepresentation on the part of the Owner, whether accidental or deliberate and agrees to pay and reimburse Dealer for all costs including legal.

Verification by Owner

Date