



**Exclusive listing with the exclusive right to Sell - Vehicle Consignment Agreement**

I or we, the undersigned, hereinafter, called the consignor and **Kit West Motors LLC**, hereinafter, called the consignee agree as follows on this Date \_\_\_\_\_;

That this is not a sale of vehicle to consignee. This is the Exclusive listing - right to sell listed vehicle.

1. The consignor - consigns and Delivers/Retains the following vehicle to consignee:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Style \_\_\_\_\_

Miles \_\_\_\_\_ Engine \_\_\_\_\_ Trans \_\_\_\_\_ Color \_\_\_\_\_

Vehicle Identification # \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/ \_/

Title Status:  Clean  Lien  Salvage  Rebuilt  Other \_\_\_\_\_

Lienholder Name: \_\_\_\_\_ Payoff Amount \$ \_\_\_\_\_

\*\*A Certified Safety Inspection by an Accredited/Certified Mechanic will be required for vehicle consignment. Mechanic/Garage \_\_\_\_\_

List any special instructions regarding this vehicle I.E. starting procedure, driving issues or anything that needs to be explained upon driving or moving this vehicle (Includes test drives).

\_\_\_\_\_  
\_\_\_\_\_

List/check any known defects, flaws or damage this car has now. Also list any maintenance this vehicle may need. A full Vehicle History will be made available to potential Buyers -

- Hail  Body Repair  Rodent Damage  Flood/Water Damage  Collision/Impact/Wreck  Fluid Leak
- Electrical  Inoperable Accessories  Brake System  Steering System  Suspension
- Tires Wheels Exhaust  Oil Change \_/ \_/ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please list any information that will enable potential buyers to make a well informed decision on your vehicle I.E. Restoration done, work performed, modifications made, vehicle history, receipts, how long you have owned this vehicle, why selling (opt) etc. \*This info will also be used in advertising your vehicle so help us promote your car!

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Consignment Time and Fees - By consigning this vehicle to Kit West Motors LLC, you are placing it on consignment with Kit West Motors LLC Until Vehicle is sold. After 60 days consignee/consignor has the option to opt out of contract by signing the opt out, at the bottom of the contract - returning the signed portion to the consignor/consignee, paying any added expenses and removing said vehicle from premise.

- (A) Consignor hereby tenders \$ \_\_\_\_\_ \*\* which represents a non-refundable Retainer Fee.
- (B) Consignment Commission for Vehicles selling for \$10,000 or less - will be \$500.
- (C) Consignment Commission for Vehicles selling for \$10,001 or more - will be 5% of final price.
- (D) Retainer Fee will be deducted from the Commission.

Initials x \_\_\_\_\_



3. Consignee accepts possession of Consignors vehicle for consignment and will attempt to sell the vehicle at a price no less than \$ \_\_\_\_\_ (Including Commission).

Estimated Valued -(KWM price based on Market Comparison sales in Colorado/Wyoming/Nebraska area)

Consignor shall have the final approval of any proposed sale of this vehicle.

NADA \$ \_\_\_\_\_ / Manheim \$ \_\_\_\_\_ / Craigslist Asking \$ \_\_\_\_\_

**Kit West Motors Estimated Value** \$ \_\_\_\_\_ we can start around \$ \_\_\_\_\_

Initials x \_\_\_\_\_

4. Consignor must have good clean title to vehicle and provide proof of it. Consignee must be able to show that the title is free and clear from all claims, liens, and BRANDS or that lien holder will cooperate with any sale made and release lien in a timely manner.

Initials x \_\_\_\_\_

5. All monies received by Consignee shall be the property of the Consignor. Consignee shall be able to collect deposits from buyers toward the purchase of the vehicle. Consignee agrees to pay to the Consignor all proceeds received within 10 business days after the date of sale. Consignor agrees that the Consignee will deduct the commission in the amount of 5 (five) % (percent) or \$500 (Greater of the two) of the final selling price plus any outstanding debts owed to the Consignee immediately upon sale.

In this agreement, a "sale" occurs when the consignee:

(A) Receives the purchase price of its equivalent or executes a conditional sales contract for the vehicle, or

(B) When the purchaser takes delivery of the vehicle, whichever comes first. Within 10 days after the sale, the consignee shall make an accounting to the consignor of all of the following: date of sale, repairs authorized by the consignor (supported by work records), and the total sales price. Upon payment to the monies due the consignor, the consignor agrees to furnish the dealer all documents necessary to transfer the ownership of the vehicle to the purchaser including clear title and any lien release documentation.

(C) If the Consignee finds a buyer for the subject vehicle and the Consignor circumvents or goes around the Consignee in an attempt to avoid payment of the commission to Consignee, by selling to the customer developed by the Consignee, this will be treated as a sale and the above commission will be due and payable to the Consignee. A sale by the Consignor of any person or firm other than the Consignee, during the duration of the contract with or without assistance of the Consignee will also be treated as a sale and the commission will be due and payable.

Initials x \_\_\_\_\_

6. If the vehicle remains unsold or if the vehicle has been sold but not removed from Consignee's premises or if the Consignor or buyer is delinquent in paying storage fees, Consignee may have the vehicle towed and stored elsewhere at Consignor or buyer's expense without prior notice to the Consignor or buyer. Additionally, Consignee may, at any time, request that the vehicle be removed from Consignee's premises upon 48 hour notice to Consignor.

Initials x \_\_\_\_\_

7. Consignor is required to have and is solely responsible for ALL insurance coverage while vehicle is in the possession of consignee and shall hold Consignee harmless from any and all circumstances that may arise while vehicle is in Consignee's, possession, no matter who may be at fault. Consignor must provide



proof and copy of such insurance to Consignee.

Initials x \_\_\_\_\_

8. Should Consignor wish to remove the vehicle from Consignees premises, we require at least 3 days' notice and then vehicle can be removed between 10am and 4pm weekdays or upon set appointment.

Initials x \_\_\_\_\_

9. On delivery of the vehicle to Consignee, Consignor shall produce evidence of ownership of the vehicle which may be held by Consignee while the vehicle is in Consignee's possession. Consignor shall provide adequate documentation and proof of ownership and Insurance coverage - so that the Consignee may complete a sale to the buyer. The consigned vehicle is delivered to the dealer in trust for the exact terms set forth in the agreement. The Consignee agrees to receive this vehicle in trust and not to permit its use for any other purpose than what is contained in this agreement without the express written consent of the Consignor.

Initials x \_\_\_\_\_

10. The Inspection, Detailing - \$100 (Engine bay, upholstery, windows, exterior), Maintenance, Fuel, Detail Costs, and Repair of the vehicle shall be at the sole expense/responsibility of the Consignor. If mechanical or maintenance work becomes necessary while the vehicle is on the Consignee's premises, Consignee will seek permission from Consignor to complete the necessary repairs.

Initials x \_\_\_\_\_

11. Consignor hereby promises to defend, indemnify and hold harmless Consignee, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any automobile taken by Consignee on consignment, including without limitation any claim for taxes by any state of the United States, territory or political subdivision thereof. The indemnification language contained in this agreement shall survive the termination of the agreement.

Initials x \_\_\_\_\_

12. This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes any prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendments of this agreement shall be binding unless it is executed in writing by each of the parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Initials x \_\_\_\_\_

13. Purchase by Credit Card: If a buyer chooses to use a credit card to purchase consignors vehicle - there will be an additional 3% added to the selling price to cover the additional costs associated with accepting a credit card. The additional 3% will not be counted in the final commissionable selling price.

Are you willing to accept a credit card for payment if necessary?

Y or N Initials \_\_\_\_\_

14. Kit West Motors will represent the Consignor's Vehicle - AS IS No Warranty and will disclose any and all found/known information to potential buyers as to the condition of the vehicle. This information will be derived from the consignor's narrative of the vehicle as well as additional information gathered upon

Kit West  
715 - 10<sup>th</sup> St  
PO Box 352



307.331.0357 Cell/Txt  
http://www.KitWestMotors.com  
Wheatland, WY 82201

inspection, detailing, and observing the consignor's vehicle.

Initials \_\_\_\_\_

15. After the Sale of the Consignor's Vehicle and possession has been taken by new owner and this contract has been fulfilled or voided - Kit West Motors will NOT be responsible or serve as a mediator for any and all disputes/concerns that may arise. New owners and consignors will be responsible for settling.

Initials \_\_\_\_\_

CONSIGNOR (Owner) - Copies of Driver's Licenses, Insurance and registration will be held in file.

Name(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ #2 Phone \_\_\_\_\_ Text Yes / NO

Email Address \_\_\_\_\_

Driver License # \_\_\_\_\_ State \_\_\_\_\_

Driver License # \_\_\_\_\_ State \_\_\_\_\_

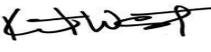
Insurance Company Name \_\_\_\_\_ Phone# \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

Name(s)(Consignors/owners)

Print Names(s) (Consignors/owners) \_\_\_\_\_

Signature (Consignee)  - Kit West - Agent at Kit West Motors LLC.

Copies of Driver's Licenses, Insurance and registration will be held in file.

\*\*\*\*\*

16. Opt OUT - To Be filled upon Completion or Termination of Contract

Dealer name - Kit West Motors LLC

Address - 715 - 10<sup>th</sup> St. Wheatland, WY 82201

Vehicle sold for \$ \_\_\_\_\_ Consignee commission is \$500 or 5% of final sold price.

Additional Costs:

Inspection \$ \_\_\_\_\_ Detailing \$100 (engine bay, windows, interior) Fuel \$ \_\_\_\_\_ Repair \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Amount due consignor after commission and after retainer fee will be \$ \_\_\_\_\_

OR

No Sale - Vehicle was returned to owner on \_\_\_\_/\_\_\_\_/\_\_\_\_

Consignment agreement is hereby terminated.

Consignor Signature \_\_\_\_\_

Consignee Signature \_\_\_\_\_

Vehicle Sold For	\$ _____	
Commision	_____	\$ _____
Detailing Costs	_____	\$ _____
Repair Costs	_____	\$ _____
Additional Costs	_____	\$ _____
Other Costs	_____	\$ _____
Total Costs	_____	\$ _____

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Check # \_\_\_\_\_ \$ \_\_\_\_\_