



Vehicle Consignment Agreement

Exclusive listing with the exclusive right to sell

(I) or (we), the undersigned, hereinafter, called the Consignor and McLaren Charlotte, hereinafter, called the Consignee, agree as follows:

1. The Consignor consigns and delivers possession of the following vehicle to Consignee:

Year:	_____	Make:	_____	Model:	_____
Miles:	_____	Engine:	_____	Trans:	_____
Plate #	_____	State:	_____	Style:	_____
VIN #:	_____		_____	Color:	_____

Clear Title **Y** or **N** Title w/Lien **Y** or **N** **Other:**

Lienholder name: _____

Lienholder Address: _____

Account/Loan #: _____

Current Payoff Amount: _____

Payoff Valid Through: _____

Per Diem Interest: _____

Payoff Estimate (if not sure of actual payoff): _____

After payoff, approx. amount **McLaren Charlotte** owes Consignee: _____

OR approximate amount **Consignee** owes McLaren Charlotte: _____

Please 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):

Please list any known defects, flaws or damage this car has now. Also list any maintenance this vehicle may need:

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 the more information you can provide the better.**

2. By delivering the vehicle to Consignee, you are placing it on consignment with Consignee for one month. This Agreement is not a sale of the Vehicle to Consignee. Consignor hereby tenders to Consignee \$350.00, which represents a non-refundable one-month fee for advertising expenses, clean-up, handling and storage. **Initials X**_____

3. Consignee accepts possession of Consignors vehicle for consignment and will list the vehicle at an initial sale price of: \$ _____ ("List Price")

(_____) dollars.

Consignee will exercise all commercially reasonable efforts to sell the vehicle for the List Price and Consignee is authorized to sell the vehicle for the List Price or a higher amount, without further authorization from Consignor. In addition, Consignor and will present all bona fide offers to purchase to Consignor within forty-eight (48) hours of Consignee's receipt of the same. The written consent of Consignor is required for any sale that is less than the List Price, which may be delivered to Consignee by text message, e-mail, or other written communication. **Initials X** _____

This Agreement is effective, valid, and binding for thirty (30) days from the date that the Agreement is signed by Consignee and Consignor. If the vehicle is not sold within thirty (30) days of execution of this Agreement, Consignee shall return the vehicle to Consignor or enter into a new consignment agreement related thereto. If Consignor takes possession of the vehicle at the expiration of this Agreement, Consignee reserves the right to charge a new non-refundable fee in the amount of \$350.00 upon execution of the subsequent consignment Agreement. **Initials X** _____

4. Consignor warrants and represents that it has good title to vehicle and will provide proof of title to Consignee. Consignee must be able to show that the title is free and clear from all claims and liens or that the lienholder 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. Consignor agrees that the Consignee may deduct a commission in the amount of (\$ _____), which shall be deducted from the final selling price immediately upon sale of the vehicle. In this agreement, a "sale" occurs when the Consignee: (A) receives the List Price or the agreed upon sales price or 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 20 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. ***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 for 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 or on behalf of the Consignor to any person, firm or entity other than the Consignee, during the duration of this Agreement with or without assistance of the Consignee will also be treated as a sale and the above commission will be due and payable.** **Initials X** _____

6. Consignor warrants and represents that the vehicle is covered by a valid and active automobile liability insurance policy that meets the requirements of the North Carolina Financial Responsibility Act or, if registered outside the State of North Carolina, the minimum insurance requirements in the State in which the vehicle is registered. Consignor also warrants and represents that the licenses plate on the vehicle is valid, that valid insurance will remain on the vehicle during the term of this Agreement, and that Consignor's plates will remain on the vehicle while in the possession of Consignee. Consignor acknowledges and understands that the automotive liability insurance policy covering the vehicle, and listed on page 1 of this Agreement, shall provide primary insurance coverage for any loss or damage occurring during the term of this Agreement. **Initials X** _____

7. Unless damage is caused by the negligence or gross negligence of Consignee, Consignor is solely responsible for the vehicle while in the possession of Consignee and shall hold Consignee harmless from any and all damages or loss to the Vehicle that may occur while vehicle is in Consignee's possession. Consignor is responsible for the vehicle for any damage or accidents that may occur during the term of this Agreement unless such damage or accident is caused by the negligence or gross negligence of Consignee. **Initials X** _____

8. Should Consignor wish to remove the vehicle from Consignees premises, Consignor shall deliver 3 days' notice to Consignee and the vehicle can then be removed from Consignee's possession between 10:00 am and 6:00 pm 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 shall be held by Consignee while the vehicle is in Consignee's possession. Consignor shall provide adequate documentation and proof of ownership 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 maintenance and repair of the vehicle shall be at the sole expense 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. If Consignor refuses to authorize completion of necessary repairs recommended by Consignee, Consignee may terminate this Agreement and return possession of the vehicle to Consignor. In such case, Consignee is authorized to retain the non-refundable fee identified in Paragraph 2 above. **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 use or sale of the 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 is governed by and shall be construed in accordance with North Carolina law. By their signatures below, Consignor and Consignee mutual agree that any and all disputes related to this Agreement shall be resolved exclusively within the North Carolina State Courts sitting in Mecklenburg County, North Carolina. **Initials X_____**

13. 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_____**

SPECIAL NOTE: If a buyer chooses to use a credit card to purchase Consignor's vehicle there will be an additional 2% deducted from selling price. Are you willing to accept a credit card payment if necessary? **Y or N Initials X_____**

[REMAINDER OF PAGE BLANK – SIGNATURE PAGE TO FOLLOW]

CONSIGNOR

Name(s): _____
Address: _____
Phone: _____ Mobile: _____
Driver Lic No.: _____ State: _____
Insurance Provider: _____ Phone: _____
Policy Number: _____

Consignor(s) Signature: _____ **Date:** _____

CONSIGNEE

Dealer Name: MCLAREN CHARLOTTE
Address: 1316 S. Tryon St., Charlotte, NC 28203
Phone: 704.248.0009

Consignee Signature: _____ **Date:** _____

If sold: Vehicle sold for \$_____ Consignee commission (\$X,XXX) \$_____
Amount due to Consignor after commission \$_____
Signature(s) of Owner(s)(Consignor)_____

If not sold: Vehicle was returned to owner on ____ / ____ / ____ and consignment agreement is hereby terminated.

Signature of Owner(s)(Consignor)_____

