

# Pikes Peak Auto

Physical: 4650 North Nevada, CSC 80918  
Mailing: 3578-E Hartsel Drive, PMB #242, CSC 80920  
719.302.2476, fax 719.623.5282

## Consignment Agreement

Dated: \_\_\_\_\_

**PARTIES.** This Consignment Agreement is between you, the consignee (list all people signing the Consignment Agreement & co-signers): \_\_\_\_\_ and us,

the consignor, Pikes Peak Auto. You've agreed to consign vehicle:

Color: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN: \_\_\_\_\_

The term "you" refers to all consignees listed above. The terms "I," "we," "us," and "our" refer to the consignor listed above and not to anyone else. The term "item" refers to vehicle listed above.

**Guarantor(s).** If anyone else has guaranteed performance of this Consignment Agreement, they also need to sign this Consignment Agreement. \_\_\_\_\_

Whereas you wish to sell said vehicle by consigning said item to Pikes Peak Auto for sale, it is understood:

That we agree to display item in a prominent place in our establishment. We will put the "year", "for sale" and "719-302-2476" on the front and back windshield with windshield paint.

We recommend a starting price of \$ \_\_\_\_\_ and recommended that you go no lower than \$ \_\_\_\_\_.

That we will make every attempt to obtain the best possible price for the consigned item and will accept no less than \$ \_\_\_\_\_ (set by consignee) as purchase price.

That at any time you desire to sell the item to us, we give you the option to do so at a guaranteed buy price of \$ \_\_\_\_\_.

**TERM:** That you agree to leave the item with us for a minimum of 30 days.

That for our efforts we are entitled to retain a percent of the purchase price as determined by consignees' selling price based on the following scale:

### Consignment Selling Fee

\$25,000 and above – 6%

\$20,000 to \$24,999 – 7%

\$15,000 to 19,999 – 8%

\$10,000 to 14,999 – 9%

\$2,500 to \$9,999 – 10%

0 to \$2,499 - \$250 flat fee

As a part of the consignment program you shall pay for other costs associated with the consignment program – these are outlined below:

### Other Consignment Fees

#### ADVERTISING:

Items being sold for \$2,500 or more you will be required to participate in the following advertising:

- Cars.com - \$40 – runs till sold
- Autotrader.com - \$50 – runs till sold
- Thrifty Nickel - \$10/week with a 1 month minimum (\$40)
- Items being sold for under \$2,500 may opt out of Cars.com and Autotrader.com Advertising.
- Additionally, at your option, you may pay for Gazette, Autotrader paper, or other advertising.
- Advertising costs are passed on to you at our cost.

#### CLEANING:

- All items being sold must pay \$25 to have cleaning done by us

#### OTHER:

- Carfax report of \$10.
- Consignment Handling Fee of \$100. This fee will be reimbursed to you upon the sale of your item. If your item does not sell, and the item is removed from the consignment program, then this fee becomes a non-reimbursable fee.
- Emissions Fee of \$25. This fee is reimbursed to you if the vehicle is removed from the consignment program.
- Title Fee of \$10. This fee is reimbursed to you if the vehicle is removed from the consignment program.
- \_\_\_\_\_

#### SUMMARY:

- Items being sold for \$2,500 or more – total Other Consignment Fees upon a sale = \$200 (if sold within 30 days – otherwise there may be more Thrifty Nickel fees).
- Items being sold for under \$2,500 – total Other Consignment Fees upon a sale = \$110 (if sold within 30 days – otherwise there may be more Thrifty Nickel fees).

#### OTHER REQUIREMENTS

- We retain exclusive right of sale while the vehicle is on consignment. You may refer prospects to us.
- We will advertise your vehicle. If while your car is on consignment, you wish to help expedite the sale by advertising the vehicle independently, your ad must be cleared by us first, and our contact information must be used exclusively.
- Before it is put on the lot, your vehicle must be free of major mechanical problems that would prevent the vehicle from being driven. For example, bad wheel bearings, transmissions, axles, engine problems, drivability or runability problems, check engine lights and other dash warning lights, etc.
- We retain the title and all sets of keys, if not with lien-holder, as required by state law.
- If you do not have the title, we will need the lien-holder information and account number.
- If there is a lien it has to be less than the sale amount minus all costs and fees, otherwise you have to provide the difference for us to hold as collateral for the sale.
- You will retain your license plate while the vehicle is on consignment. We will use a dealer tag when road testing the vehicle.
- You will bring item to us with a full tank of gas and you understand that if item runs out of gas we will fill it up and pass that cost on to you upon sale or end of consignment.

That should a sale be effectuated, we shall forward a check for the amount of the full purchase price less the aforementioned consignment fee and any other related consignment fees to Consignee within 10 days of the receipt of same.

That we represent that we maintain insurance for theft and damage, and that the consigned merchandise will be covered by said insurance while it is in our possession.

#### ENDING CONSIGNMENT

- If you desire to end consignment, you are required to give us a one week (5 full business days) written and signed notice to stop the consignment before removing the item from the lot.
- That should the item remain unsold at the end of the consignment period and an election be made by you to remove said item, any costs incurred by the delivery of item to you shall be borne by you.
- If the item does not sell and you want to remove the item at any time, you will be responsible for removing any advertising paint left on the windows.
- You understand that all sales leads from paid for advertising will not be forwarded to you.
- You understand that if you end consignment that you may not have a full tank of gas.
- You and I agree that any abandoned, derelict, inoperable and/or vehicle that is left with us for over 72 hours outside of the term of the consignment agreement may be towed off the premises by us or hired towing company at the vehicle owner's expense after posting a 72-hour notice in a conspicuous place on the vehicle indicating the owner's intent to tow said vehicle.

**DISCLOSURE RIGHTS.** If someone requests information on you or your consignment history for law-enforcement, vehicle sale, public-trust interests, government, or business purposes, we may provide it without your written permission.

**CASUALTY LOSS.** We're not liable to any consignee, test driver, guest, or occupant for personal injury or damage or loss of personal property from fire, dust, smoke, rain, flood, environmental problems, water leaks, hail, ice, snow, lightening, wind, explosions, and interruption of utilities, unless that injury or damage is caused by our negligence. We are not responsible for property loss caused by service personnel actions that we allow on the car lot and to service your item to conduct a service for us. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice.

**INTERPRETING THIS LEASE CONTRACT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Consignment Agreement is the entire agreement between you and us. Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Consignment Agreement or any part of it, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. All notices and documents may be in English or, at our option, in any language that you read or speak. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, liens, or other rights isn't a waiver under any circumstances. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. Neither an invalid clause nor the omission of initials invalidates this Consignment Agreement. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Consignment Agreement is subordinate to existing and future agreements. All Consignment Agreement obligations must be performed in the county where the car-lot is located.

**SEVERABILITY.** If any part or parts of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

**BINDING EFFECT.** The covenants and conditions contained in this agreement shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

**Entire Agreement.** The parties hereto acknowledge that this written addendum plus the original COMMERCIAL LEASE is the entire agreement of the parties relative to the commercial lease in the above referenced unit. Any agreement that in any way varies the terms of this addendum

shall be unenforceable and completely void unless such agreement is in writing and signed by both parties. In the case of conflict between wording or understanding between this addendum and the original lease, this addendum shall override the original lease.

Executed this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Purchase Price Addendums:

New "no less than" Price: \_\_\_\_\_ Date: \_\_\_\_\_

CONSIGNEE:

Name: \_\_\_\_\_ Phone Numbers: \_\_\_\_\_

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

Work: \_\_\_\_\_

Signature: \_\_\_\_\_

CONSIGNOR:

Agent Name: \_\_\_\_\_

Signature: \_\_\_\_\_