



EMINENCE AUTO GROUP LLC

USED VEHICLE CONSIGNMENT AGREEMENT

EXCLUSIVE LISTING WITH THE EXCLUSIVE RIGHT TO SELL

I (WE), THE UNDERSIGNED OWNER(S), HEREBY AGREE TO CONSIGN MY (OUR) VEHICLE WITH EMINENCE AUTO GROUP, LLC (DEALERSHIP), ALSO REFERRED TO AS EAG, THE VEHICLE DESCRIBED AS FOLLOWS, FOR THE SOLE PURPOSE OF SELLING THE VEHICLE WITH A MINIMUM SELLING PRICE OF \$ _____. *THE OWNER(S) SHALL HAVE FINAL APPROVAL OF ANY PROPOSED SALE OF THE VEHICLE.* THE OWNER(S) AGREE TO CONSIGN THE FOLLOWING VEHICLE FOR 90 DAYS:

YEAR	MAKE	MODEL	COLOR
VIN NO.			TAG NO.
THE CURRENT ODOMETER READING IS _____ MILES. <input type="checkbox"/> ACTUAL MILES <input type="checkbox"/> IN EXCESS OF MECHANICAL LIMITS <input type="checkbox"/> UNKNOWN			
	YES	NO	IF YOU ANSWERED "YES" TO ANY OF THE QUESTIONS ON THE LEFT, PLEASE PROVIDE DETAILS:
HAS THIS VEHICLE BEEN IN A MAJOR ACCIDENT?	<input type="checkbox"/>	<input type="checkbox"/>	_____
HAS THIS VEHICLE EVEN BEEN IN A FLOOD?	<input type="checkbox"/>	<input type="checkbox"/>	_____
HAS THIS VEHICLE EVER HAD HAIL DAMAGE?	<input type="checkbox"/>	<input type="checkbox"/>	_____
HAS THIS VEHICLE EVER BEEN ON A SALVAGE TITLE? ..	<input type="checkbox"/>	<input type="checkbox"/>	_____

FOR THEIR EFFORTS AND MARKETING, EMINENCE AUTO GROUP, LLC IS ENTITLED TO RETAIN A CONSIGNMENT SELLING FEE OF 8% OF THE SALE PRICE OF THE VEHICLE WITH A MINIMUM OF \$1,200 SELLING FEE.

THE CONSIGNMENT SELLING FEE IS PAID AT THE TIME OF SALE BY THE OWNER(S) AND SHALL BE DEDUCTED FROM THE FINAL SALE PRICE.

AS PART OF EAG'S CONSIGNMENT PROGRAM THE OWNER(S) AGREE TO PAY FOR OTHER COSTS ASSOCIATED WITH THE CONSIGNMENT PROGRAM—THESE ARE OUTLINED TO THE RIGHT:

SAFETY INSPECTION:	\$40.00
PROFESSIONAL DETAIL:	\$120.00 & UP
MARKETING & ADVERTISING:	\$199.00

THE ABOVE FEES ARE PAID BY THE OWNER(S) AT THE TIME OF CONSIGNING THE VEHICLE.

INITIAL: _____
OWNER CONSULTANT

WHEREAS, THE OWNER OWNS THE VEHICLE AS DESCRIBED ABOVE AND DESIRES TO CONSIGN THE VEHICLE TO EMINENCE AUTO GROUP, LLC TO SELL PURSUANT TO THE TERMS OF THIS AGREEMENT. THE PARTIES HEREBY AGREE AS FOLLOWS:

GENERAL TERMS:

- OWNER SHALL PAY EMINENCE AUTO GROUP, LLC THE "CONSIGNMENT SELLING FEE" OF EIGHT PERCENT (8%) OF THE SALE PRICE OF THE VEHICLE WITH A MINIMUM OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) FOR EAG'S SERVICES UNDER THIS AGREEMENT AS DESCRIBED ON PAGE ONE. THE OWNER SHALL PAY THE FEE FROM THE SALE PRICE OF THE VEHICLE WHEN IT IS SOLD. THIS FEE WILL BE DEDUCTED FROM THE SALE PRICE OF THE VEHICLE.
- THE TERM OF THIS AGREEMENT SHALL BE A MINIMUM OF 90 DAYS FROM THE DATE THIS AGREEMENT IS SIGNED. AFTER THE INITIAL 90-DAY TERM, THE CONSIGNMENT AGREEMENT CAN BE TERMINATED BY EITHER PARTY, BY GIVING 7 DAYS WRITTEN NOTICE, PROVIDED THERE IS NO PENDING SALE.
- BEFORE THE OWNER'S VEHICLE IS LISTED WITH EAG, THE VEHICLE MUST BE FREE OF MAJOR MECHANICAL PROBLEMS THAT WOULD CREATE A SAFETY ISSUE OR PREVENT THE VEHICLE FROM BEING DRIVEN. 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 THERE IS A LIEN IT HAS TO BE LESS THAN THE SALE AMOUNT OF THE VEHICLE, OTHERWISE THE OWNER HAS TO PROVIDE THE DIFFERENCE TO EAG TO HOLD AS COLLATERAL FOR THE SALE OR MAKE ARRANGEMENTS WITH EAG TO SATISFY THE LIEN.
- THE OWNER SHALL RETAIN THEIR LICENSE PLATES WHILE THE VEHICLE IS ON CONSIGNMENT WITH EAG. EAG WILL USE A DEALER PLATE WHEN ROAD TESTING THE VEHICLE.
- THE MARKETING FEE AND OTHER FEES (SAFETY INSPECTION, DETAILING AND REPAIR WORK) ARE PAID UPFRONT BY THE OWNER IN ORDER FOR EAG TO SELL THE VEHICLE. THESE FEES ARE SEPARATE FROM THE CONSIGNMENT SELLING FEE.
- EAG SHALL HAVE NO LIABILITY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT. THE LIABILITY OF EAG UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEE ACTUALLY PAID TO EAG.

8. 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 THE AGREEMENT.

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OWNER:

- OWNER AUTHORIZES EMINENCE AUTO GROUP, LLC TO SELL THE VEHICLE ON OWNER'S BEHALF, INCLUDING THE POWER TO EXECUTE ANY NECESSARY DOCUMENTATION AS OWNER AGENT.
- OWNER REPRESENTS AND WARRANTS TO EAG 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 EAG WILL BE TRUE AND ACCURATE TO THE BEST OF THE OWNER'S KNOWLEDGE.
- OWNER WILL PROVIDE ALL DOCUMENTATION NEEDED BY EAG TO SELL THE VEHICLE, INCLUDING HE 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 EAG WITH LIENHOLDER'S NAME, ADDRESS, PHONE NUMBER, AND OWNER'S ACCOUNT NUMBER. (B) COPY OF OWNER'S DRIVER'S LICENSE(S). (C) COPY OF THE REGISTRATION. (D) COPY OF PROOF OF INSURANCE.
- 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 EAG REASONABLY REQUIRES. THE LIMITS OF THE INSURANCE SHALL BE REASONABLY SATISFACTORY TO EMINENCE AUTO GROUP, LLC.
- OWNER SHALL INDEMNIFY AND HOLD EMINENCE AUTO GROUP, LLC. HARMLESS FROM AND AGAINST ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, OR EXPENSES WHICH EAG 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.

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EMINENCE AUTO GROUP, LLC.:

- EAG WILL: (A) INSPECT THE OWNER'S VEHICLE UPON RECEIPT OF VEHICLE OF CONSIGNMENT AND PROVIDE OWNER WITH AN ESTIMATE TO REPAIR ANY DEFECTS FOUND TO BRING THE VEHICLE UP TO THE SEAL OF APPROVAL FOR STANDARD CONDITIONS. OWNER SHALL HAVE NO OBLIGATION TO HAVE THE WORK PERFORMED BY EMINENCE AUTO GROUP, LLC. IN THE EVENT THE OWNER ELECTS TO HAVE THE VEHICLE SERVICED BY EAG TO HAVE THE VEHICLE BROUGHT UP TO THE SEAL OF APPROVAL FOR STANDARD CONDITIONS, EAG WARRANTS AND REPRESENTS THAT THE OWNER WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL PARTS OR LABOR BOTH DURING THE CONSIGNMENT PERIOD AND POST-SALE. IN THE EVENT THE OWNER DOES NOT AUTHORIZE EAG TO PERFORM THE WORK NECESSARY TO BRING THE VEHICLE UP TO THE EAG PERFORMANCE SEAL OF APPROVAL FOR STANDARD CONDITIONS, EAG SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT.
- MARKETING: EAG WILL: (A) CONDUCT A PROFESSIONAL PHOTO SHOOT OF THE VEHICLE, (B) CONDUCT A PROFESSIONAL VIDEO OF THE VEHICLE, (C) LIST THE VEHICLE OF EAG'S WEBSITE AND OTHER INTERNET SITES AS EAG DEEMS APPROPRIATE, (D) USE REASONABLE EFFORTS IN MARKETING AND SELLING THE VEHICLE AND, (E) PERFORM AN EXIT INSPECTION AND DETAIL OF THE VEHICLE AFTER COMPLETION OF THE SALE.
- DISCLOSURE RIGHTS. IF SOMEONE REQUESTS INFORMATION ON THE OWNER OF THE CONSIGNMENT VEHICLE OR THEIR CONSIGNMENT HISTORY FOR LAW-ENFORCEMENT, PUBLIC TRUST INTERESTS, GOVERNMENT, OR BUSINESS PURPOSES, EAG MAY PROVIDE IT WITHOUT THE OWNER'S WRITTEN CONSENT.
- CASUALTY LOSS. EAG IS NOT LIABLE TO ANY OWNER, TEST DRIVER, GUEST, CLIENT, OR OCCUPANT FOR PERSONAL INJURY, DAMAGE OR LOSS OF PERSONAL PROPERTY FROM FIRE, WIND, HAIL, THEFT, SMOKE, DUST, FLOOD, RAIN, WATER LEAKS, ICE, SNOW, LIGHTNING, ENVIRONMENTAL PROBLEMS, EXPLOSIONS, AND INTERRUPTION OF UTILITIES, UNLESS THAT INJURY OR DAMAGE IS CAUSED BY OUR NEGLIGENCE. EAG IS NOT RESPONSIBLE FOR PROPERTY LOSS CAUSED BY SERVICE PERSONNEL.
- UPON COMPLETION OF THE SALE AND RECEIPT OF CLEAR, NEGOTIABLE TITLE FROM THE OWNER, EAG WILL PROMPTLY PAY THE OWNER THE FINAL SALE PRICE MINUS THE SUM OF THE CONSIGNMENT SELLING FEE AND MINUS ANY AMOUNT OWED BY THE OWNER TO A LIEN HOLDER.

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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.

INITIAL: _____
OWNER CONSULTANT

ON TODAY'S DATE _____ THE OWNER AND EMINENCE AUTO GROUP, LLC. AGREE TO ENTER INTO THIS CONSIGNMENT AGREEMENT AS STATED ABOVE.

OWNER'S LAST NAME OWNER'S FIRST NAME OWNER'S M.I.

ADDRESS CITY STATE ZIP CODE

HOME PHONE CELL PHONE BUSINESS PHONE EMAIL ADDRESS

OWNER'S SIGNATURE CONSULTANT'S SIGNATURE ON BEHALF OF EMINENCE AUTO GROUP, LLC.