

# MOTOR TRENDS

OF HOUSTON

## CONSIGNMENT AGREEMENT

This Consignment Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Motor Trends of Houston ("Consignee") and \_\_\_\_\_ ("Consignor"), as follows:

1. Consignor hereby consigns and delivers to Consignee a \_\_\_\_\_ motor vehicle, vehicle identification number \_\_\_\_\_ (the "Vehicle"). The Vehicle is delivered to Consignee on consignment and is not a sale of the Vehicle to Consignee.
2. Consignor authorizes Consignee to attempt to sell the Vehicle at a price not less than \$\_\_\_\_\_ (the "Sale Price"). From the Sale Price, the following amounts will be deducted as a commission due to Consignee for its efforts in selling the Vehicle plus any monies spent by Consignee to service and fully recondition Vehicle: \$1,500.00 for Sale Price less than \$50,000.00; \$2,000.00 for Sale Price between \$50,000.00-\$100,000.00; \$2,500.00 for Sale Price greater than \$100,000.00. These monies will be authorized by the Consignor prior to any work being done on the Vehicle.
3. Immediately upon being notified that Consignee has arranged a sale of the Vehicle, Consignor will execute any and all documents required to consummate sale of the Vehicle, including but not limited to delivery of the title to the Vehicle at 3971 FM528 Alvin Texas 77511.
4. Upon execution hereof, Consignor has supplied Consignee with a copy of the title to the Vehicle or the account number and contact information for Consignor's lender who has a security interest in Vehicle.
5. Consignor represents and warrants that Vehicle has not been in any major or minor collisions, except as noted in Addendum 1.
6. This Agreement may be terminated at any time, with or without cause, upon immediate notice from Consignor to Consignee or from Consignee to Consignor, as the case may be. Upon termination of this Agreement by Consignor or Consignee any funds due Consignee pursuant to Section 2 hereinabove shall be paid to Consignee.

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7. Consignee has made no representations and warranties about whether or not it will be able to sell Vehicle for a price at or above the Sale Price, how quickly Vehicle may be sold or any marketing efforts of Consignee.
8. Consignor has concurrently herewith provided Consignee with evidence of liability and comprehensive insurance on Vehicle satisfactory to Consignee. Consignor authorizes Consignee and its customers to test drive the Vehicle.
9. The Consignor hereby agrees and confirms that neither he nor she is not a wholesale dealer.

**Consignee:**

Motor Trends of Houston

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Consignor:**

\_\_\_\_\_

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## ADDENDUM 1:

### Consignor Information:

NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

(If company owns vehicle)

PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

### ABOUT THE VEHICLE

Year / Make / Model \_\_\_\_\_

VIN# \_\_\_\_\_

NOTE: Please email a picture of the VIN plate

COLOR (EXTERIOR) \_\_\_\_\_

COLOR (INTERIOR) \_\_\_\_\_

MILEAGE (ODOMETER) \_\_\_\_\_ Actual: Y ☐ or N ☐

Transmission \_\_\_\_\_

Do you have a copy of the Original MSRP: Y ☐ or N ☐

Special equipment / Packages / Aftermarket Additions:

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Clean CarFax: Y ☐ or N ☐

If "No" then please provide an explanation or description of what happened

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Estimated amount of damage / repair: 

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Cleat Title or Lien 

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If Lienholder – Provide Information

- Name of Lienholder
- Address
- Phone Number
- Contact name and email
- 20-Day Payoff

The information I have disclosed herein s a true, correct and accurate representation of the Vehicle and its condition, to the best of my knowledge.

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Consignor Printed Name

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Date

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Consignor Signature