



MS CLASSIC CARS, LLC

1865 Fall River Avenue

Seekonk, MA 02771

Phone # 508-557-0152

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MS CLASSIC CARS CONSIGNMENT AGREEMENT

Vehicle Year: _____ Vehicle Make: _____ Vehicle Model: _____

Vehicle Color: _____ Vehicle VIN #: _____ Vehicle Mileage: _____

Name of owner:

Address of owner:

Cell phone of owner:

Home phone of owner:

Email address of owner:

This Agreement/Contract entered on _____ (date) by and between MS CLASSIC CARS, LLC

(Dealer) and _____ (owner). The customer warrants that he/she/they are the rightful owners of this vehicle listed above and have the legal authority to sell it. This vehicle listed above is free of any liens and the owner has clear title. The owner has inspected the VIN number on the vehicle listed above and it matches the title _____ (Initial). The owner warrants that the mileage on the vehicle is actual _____ or the actual mileage is unknown _____. _____ (Initial). The owner understands and agrees they are responsible for the accuracy of all information on this vehicle. Misrepresenting or altering mileage, VIN #'s, or any information or history of the vehicle are potential civil and criminal offenses carrying Civil, State and Federal penalties. The customer agrees to defend MS CLASSIC CARS, LLC from all disputes and charges arising out of any misrepresentation on the part of the owner, whether accidental or deliberate, and agrees to pay and reimburse MS CLASSIC CARS, LLC for all costs including all legal costs, judgments and settlements. _____ (Initial).

The owner gives MS CLASSIC CARS, LLC complete authority to advertise, display and sell their vehicle listed above. The dealer reserves the right to advertise this vehicle listed above anywhere it deems fit for the purpose of sale. Any images, either still or videos will become the property of MS CLASSIC CARS, LLC and cannot be used in the present or future without the written consent of MS CLASSIC CARS, LLC. _____ (Initial)

Length of Contract: _____ days from date listed above. _____ (Initial)

The Net Amount: The owner initial asking amount from this sale is \$ _____. This amount is also known as the net-to-owner. This amount is total amount paid to owner after all commissions are paid to MS CLASSIC CARS, LLC. _____ (Initial)

Delivery and Release of title: The owner will deliver to MS CLASSIC CARS, LLC a free and clear title within 72 hours of being notified of sale. All funds will be held by MS CLASSIC CARS, LLC and disbursed to the owner only upon receipt of a good and clear title. The funds will be paid by check or wire transfer from MS CLASSIC CARS, LLC to owner. The owner has the choice. _____ (Initial)

The Right to Sell: MS CLASSIC CARS, LLC has the exclusive right to sell the vehicle listed at or above at net-to-owner amount which would include the sales commission fees listed under The Sales Commission section below. MS CLASSIC CARS, LLC reserves the right to set the sticker and final sale price as long as it exceeds The Net Amount to owner including commissions. _____ (Initial)

The Sales Commission: The sale commission is 10% of the final sale price with the minimum sales commission being \$2000.00. _____ (Initial)

Upfront Fee's: With the signing of agreement the owner must pay \$500.00 to execute agreement. This one-time fee includes a complete detail of vehicle whether it needs it or not, storage inside dealership showroom and all advertising expenses associated with vehicle listed above. _____ (Initial)

Transportation: It's the responsibility of the owner to have their vehicle listed above transported to MS CLASSIC CARS, LLC located at the address above. If the vehicle hasn't been

sold the owner must schedule to have the vehicle picked up and transported back to customer/owner. This must be done within 10 days after agreement has expired. If this fails to happen the owner will be subject to a storage fee of \$10.00 a day thereafter._____ (Initial)

Removal of Vehicle: While under agreement, owner cannot remove vehicle from MS CLASSIC CARS, LLC for more than 5 days without consent of MS CLASSIC CARS, LLC. Failure to return the vehicle will constitute a breach of contract. The customer/owner agrees to pay MS CLASSIC CARS, LLC a \$2000.00 fee on top of the \$500.00 upfront fee totaling \$2500.00._____ (Initial)

Liabilities: The owner releases MS CLASSIC CARS, LLC from any liability arising out of any damage to the vehicle including but not limited to body, frame, paint, mechanical systems, electrical, structural or otherwise, incurred during the process of displaying, selling and including, but not limited to, taking the vehicle for test drives. If the vehicle is damaged or destroyed while in possession of MS CLASSIC CARS, LLC by its employees, customers, visitors or act of god, the owner will relay on his/her/their own resources and or insurance carrier for repair and reimbursement. Owner agrees to carry full insurance on the vehicle during the consignment agreement period. Failure to maintain and carry insurance on the vehicle is entirely at the owner's risk._____ (Initial)

Release of Information: MS CLASSIC CARS. LLC will protect the privacy of all clients and will not release private information to others without written consent of all parties._____ (Initial)

Check list of things required with this agreement prior to completion and execution:

- A copy of owners driver's license
- A copy of vehicle listed above registration
- A copy of vehicle listed above title front and back
- A copy of vehicle listed above insurance card
- All sections on this agreement Initialed by owner.

Owner Signature_____ Date_____

MS CLASSIC CARS Authorized signature_____ Date_____