



CONSIGNMENT AGREEMENT

This Consignment Agreement is executed on _____ between Eurocar, Inc. (consignee), with an address of 2920 Red Hill Ave., Costa Mesa, CA 92626 and _____ (consignor(s)), with an address of _____, a home phone number of _____ and a cell phone number of _____.

1. I (We), the undersigned consignor(s), hereby consign and deliver possession of my (our) vehicle, which is a

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
LICENSE PLATE NO.			ODOMETER

to Eurocar, Inc., (consignee), CA dealer number 13223 for the sole purpose of selling the vehicle and paying, to the consignor or his or her designee from the proceeds of the sale of the vehicle, the amount agreed upon under terms of this agreement. This agreement is effective and valid only for a period of _____ days from this date.

- Consignor represents that consignor is the sole legal owner of the vehicle and consignor does not require any other party's authorization to sell the vehicle. Upon consignee's demand, prior to the sale of the vehicle, consignor will produce the original title to the vehicle or other evidence of consignor's sole ownership satisfactory to consignee.
- Consignee will endeavor to sell the vehicle for the best offer received, but does not make any guarantees as to whether or when the vehicle will be sold or the sales price that will be received.
- At termination of this agreement, the consignee shall return the vehicle to the consignor, or, at the option of both the consignor and consignee, enter into a new agreement.
- If the vehicle is sold by the consignee during the term of this agreement, the money due the consignor shall be disbursed within 20 days after the date of sale in accordance with the terms of this agreement. As used in this agreement, a "sale" occurs when the consignee either (A) receives the purchase price or its equivalent or executes a conditional sales contract for the vehicle or (B) when the purchaser takes delivery of the vehicle, whichever occurs first.

6. The following information shall be completed prior to the signing of this agreement:

Current market value: \$ _____ Source: _____

Outstanding liens: \$ _____ Lien holder: _____

(Any difference between the outstanding amount shown and the actual payoff to the lienholder will be credited to the consignor.)

Account #: _____ Last 4 of Social Security #: _____

Estimated repairs to be made: _____ Work Order # _____

Moneys to the consignor: _____ % of sale price, flat fee of \$ _____ or the following specific formula:

<input checked="" type="checkbox"/> [x]	Vehicle Sale Price	Moneys Paid to Consignor
	\$0-\$40,000	90% of sales price (less any outstanding liens)
	\$40,001-\$80,000	92% of sales price (less any outstanding liens)
	\$80,001 or more	94% of sales price (less any outstanding liens)

7. Minimum sales price: _____. Any offer that is received which falls below this amount will be communicated to consignor, to review and decide whether or not the offer should be accepted. Consignee, in its discretion, may accept any qualified offer that is above the minimum sales price.
8. [] Upon execution of this agreement, consignor shall pay a fee of \$150.00, which covers consignee's standard vehicle safety inspection. The result of the safety inspection will be shared with consignor and any repair costs required to make the vehicle "front-line" ready must be agreed to and paid for by consignor. If consignor chooses not to make the repairs that are deemed necessary by consignee, consignee may reject the vehicle for consignment and retain the \$150.00 safety inspection fee. Upon completion of any repairs to the vehicle, consignor shall pay an additional fee of \$575. This fee will cover the vehicle photoshoot, professional vehicle detail and online marketing fees for the consignment term (30 days).
- [] The first consignment agreement for the vehicle between the parties has terminated and the parties have elected to enter into a subsequent consignment agreement pursuant to paragraph 4 above. Upon execution of this agreement, consignor shall pay a fee of \$450 to cover additional expenses including a vehicle detail and online marketing fees for an additional consignment term of 30 days.
9. Within 20 days after sale, the consignee shall make an accounting to the consignor of all of the following: date of sale, repairs authorized by consignor (supported by work records), exact amount of any liens payable to lienholders, evidence of payment of any liens, and the total sales price.
10. The consigned vehicle is delivered to the consignee in trust for the exact terms set forth in this agreement. The consignee agrees to receive this vehicle in trust and not to permit its use for any other purpose other than contained in this agreement without the express written consent of the consignor.
11. Upon payment of the moneys due the consignor, the consignor agrees to furnish the consignee those documents necessary to transfer the ownership of the vehicle to the purchaser.
12. It is agreed that consignee assumes no responsibility for loss or damage to the vehicle by fire, theft, accident or other cause. Consignor agrees to maintain insurance of his/her own for this purpose.
13. **ARBITRATION AGREEMENT:** EITHER CONSIGNEE OR CONSIGNOR MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT AND OTHER RIGHTS THE PARTIES MAY HAVE IN COURT MAY NOT BE AVAILABLE. IF A DISPUTE IS ARBITRATED, THE PARTIES GIVE UP THEIR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM AGAINST THE OTHER PARTY, INCLUDING ANY CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATION PROCEEDINGS. Any claims or dispute (including the interpretation and scope of this agreement) between consignor and consignee or consignee's employees, agents, successors or assigns, arising out of or relating to the consignment of the vehicle or this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall at the election of either party be resolved by neutral, binding arbitration and not by a court proceeding. Consignor may choose one of the following arbitration organizations and its applicable rules: the

National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that consignor may choose subject to consignee's approval. Copies of the rules of these organizations are available by contacting the arbitration organizations or visiting their websites. If the chosen organization's rules conflict with this arbitration paragraph, then the provisions of this paragraph shall control. Arbitrators shall be attorneys or retired judges and shall be selected based on the applicable rules. In making an award, the arbitrator shall apply governing substantive law. The arbitration hearing shall be conducted in the federal district in which consignor resides. Consignee will advance the filing, administration, service or case management fee and consignor's arbitrator or hearing fee all up to a maximum of \$2,500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this paragraph shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Consignor and consignee retain any rights to self-help remedies, such as repossession. The parties retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither party waives the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This paragraph shall survive any termination, payoff or transfer of this contract. If any part of this paragraph, other than waivers of class action rights is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this paragraph shall be unenforceable.

Signatures:

_____	_____	_____	_____
Consignor (seller)	Date	Consignor (seller)	Date
_____		_____	
Consignee (Eurocar, Inc..)		Date	

NOTICE TO CONSIGNOR: Failure of the consignee to comply with the terms of this agreement may be a violation of statute which could result in criminal or administrative sanctions, or both. If you feel the consignee has not complied with the terms of this agreement, please contact an investigator of the Department of Motor Vehicles.