

Public Auction Consignment Agreement Form



**Wholesale
Auto
Auction**

CONSIGNEE ("Auction"):

Jett Auction Ltd

861 Allsbrook Road, Parksville, BC V9P 2A9 info@JettAuction.com

Tel: (250) 951 - 2246 Toll Free: 1 (877) 716 - 1177

GST 859084568 RT0002

DATE:

A CONSIGNOR							
Name			Tel #:		Cell #:		
Address			Apt #	City		Prov	Postal

B VEHICLE INFORMATION							
Year		Make		Model		Colour	Trim
VIN#:		Mileage			<input type="checkbox"/> Kilometers	<input type="checkbox"/> Miles	
Distance Travelled Unknown. Please explain (select most accurate statement):							
1. As of <u>insert date</u> distance travelled was <u>insert last known distance</u> and actual distance travelled is higher.							
2. Actual distance travelled is unknown and is substantially higher than shown on the odometer.							

C CONSIGNMENT TERMS			
Consignment Fee: The Consignor agrees to pay Auction the run fees and expenses ("Consignment Fee") as set out in Section F below. The Run Fees are non-refundable and is payable regardless of whether the Vehicle is sold.			Sale Fee: In addition to the Run Fee, upon the sale of the Vehicle, Consignor will pay Auction a Sale Fee as stated in "Schedule A" (page 2)
Minimum Selling Price: <u> </u>		Consignor's Initials: <u> </u>	
Auction's estimated selling price*: <u> </u>		Termination Date: <u> </u>	
*NOTE: Auction's estimated selling price is for informational purposes only. Actual selling price may be higher or lower than estimated. Auction makes no warranty, representation or guarantee with respect to the selling price.			

D VEHICLE OWNERSHIP	
Consignor represents and warrants that he/she is the legal registered owner of the Vehicle and has the right to sell it and to consign it for sale. Consignor's Initials: <u> </u>	

F CONSIGNMENT FEE	
1. Administration	
2. Reconditioning	
3. Transportation	
4. Repairs (see Comments)	
5. Detailing	
6. CarProof Report	85.00
7. Registration	
8. Lien	Included
9. Other2:	
sub-total	
GST/HST	
PST	
TOTAL CONSIGNMENT FEE \$	

E ACKNOWLEDGEMENT OF TRUST	
By initialing below, the Consignor acknowledges that Auction is required to hold the sale proceeds in trust until the purchase is complete. Consignor's Initials: <u> </u>	

COMMENTS: \$0 RUN FEE 1ST TIME, \$30 RUN FEE THEREAFTER \$50 SET UP FEE & \$30 RUN FEE PER RUN AFTER THE FIRST IF PULLED.

G INSURANCE INFORMATION	
Insurance Company:	Policy No.:
Expiry Date:	Name of Agent:

H LIEN DISCLOSURES	
Are there any liens against the Vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	CONSIGNOR MUST DISCHARGE ALL LIENS BEFORE VEHICLE WILL BE ACCEPTED ON CONSIGNMENT.

I WARRANTIES			
Does Vehicle have a warranty?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type: <input type="checkbox"/> Manuf. <input type="checkbox"/> Other	Warranty In Service Date: <u> </u>
Warranty Coverage: # of Months: <u> </u>		No. of Kms: <u> </u>	Product Name: <u> </u>
Product Description (what does the warranty cover?): <u> </u>			

J ADDITIONAL TERMS AND CONDITIONS

- When the sale of the Vehicle is complete, Auction will pay the Net Amount to subtracting the Consignment Fee, the Sale Fee, and any other amounts agreed to by the Consignor.
- Auction will not sell the Vehicle for less than the Minimum Selling Price without the prior written consent of the Consignor.
- The Consignor understands that Auction in no way warrants or guarantees the sale of the Vehicle.
- Auction will not use the Vehicle for purposes unrelated to this Agreement except as required for the purposes of this Agreement, Auction will keep the Vehicle at its business premises or storage facility.
- This Agreement will terminate on the Termination Date set out in Section C above unless Auction and Consignor agree to an extension in writing or to an earlier termination date.
- If the Vehicle has not been sold upon termination of this Agreement, the Consignor will pay the Consignment Fee to Auction. A storage fee of \$10 per day applies after the Termination Date. Upon receiving payment of the Consignment Fee and any storage charges Auction will release the Vehicle to the Consignor.
- Auction agrees that the Consignor will not be responsible for costs or charges except as set out in this Agreement or otherwise agreed to in writing.
- Auction will not carry out any alterations, repairs, servicing or reconditioning liabilities of the Vehicle unless the Consignor consents in writing. Any written agreement will specify the charges for which the Consignor is responsible.
- Auction will obtain a CarProof Vehicle History Report regarding the Vehicle at the Consignor's expense
- Add any additional terms by completing Section K-1 below.
- Auction agrees to inform the Consignor no later than one (1) business day (in British Columbia) after the Vehicle is sold and will provide the Consignor with a copy of the bill of sale. Auction will pay the Net Amount to the Consignor no later than 12 days after Auction has received full payment from the buyer, and, in any event, no later than 30 days after the Vehicle is Sold. If the price is not enough to pay the Consignment Fee, Sale Fee, and any other amounts agreed to by the Consignor, the Consignor will be liable to pay the Auction for any shortfall.
- The Vehicle will remain registered in the name of the Consignor until sold.
- Consignor represents and warrants that there are not liens, interest, charges or encumbrances of any kind against the Vehicle.
- All risk of loss or damage to or resulting from the transportation or storage of the Vehicle while in the possession, or control of Auction shall remain with the Consignor, except for loss or damage due to the gross negligence or intentional actions of Auction. The Consignor undertakes to maintain insurance on the Vehicle at his/her expense.
- Consignor will indemnify and defend Auction from and against all claims, and expenses (including interest, penalties, legal fees and expenses) arising out of or in connection with the Consignor's obligations under this Agreement or the breach of any such obligations. Unless otherwise agreed, the Vehicle will be offered for sale by way of live public auction. The sale will be subject to JETT AUCTION POLICIES in effect at the time of sale. JETT AUCTION POLICIES are terms and conditions of this Agreement

