



This agreement is made this ____ day of _____, _____ at _____, Ontario by and between _____ hereinafter referred to as "Consignor" and _____ hereinafter referred to as "dealer". The parties to this agreement, in consideration of the mutual covenants set out herein, regarding a vehicle described as:

| | | |
|--------------|------------------|--------------------|
| Year: | Make: | Model: |
| Trim: | Colour: | Body Style: |
| VIN: | Odometer: | |

BOTH PARTIES AGREE AS FOLLOWS:

I. Consignor warrants that they are the registered owner of the vehicle and that it is free and clear of any lien or encumbrance, except Bank/Mechanical/Personal: _____

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II. Consignor also warrants said vehicle to be held by a good marketable title, which Consignor will freely assign to Dealer upon purchase of said vehicle. Consignor will deliver the vehicle and the vehicle registration to the Dealer.

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III. Estimated Selling/Suggested Retail Price: _____ Commission: _____
Minimum Selling Price/Least Amount: _____ Commission: _____

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V. Any and all authorized work as required as part of safety and emissions are not included. All other work must be authorized and paid for in full by consignor prior to completion of sale. **Safety certification is NOT included in the consignment inspection. Safety certification must be performed on all vehicles sold and are the responsibility of the Consignor.**

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IV. All selling prices do not include the Consignment fee of \$249.98 and commission fee based off final sale price of vehicle. The commission charge will be as follows; (\$20,000 and above is 5%) (\$19,999 to \$15,000 is 7%), (\$14,999 to \$10,000 is 10%), (\$9,999 to \$5000 is 15%), (\$4,999 and below is 25%).

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VI. Consignor agrees that Dealer may sell the above described vehicle on Consignor behalf and that Consignor will accept an amount not less than \$_____ as payment in full for said vehicle. The estimated selling price and listing price for said vehicle will be \$_____. However Consignor may be presented with an offer of a lesser amount at which time, with a written authorization, Consignor may accept a lesser amount as payment in full. Dealer may purchase at their discretion at the lowest negotiated price due in part to commitments born by dealer to seller minus commission. Example; warranty or finance. **In these circumstances dealer requires an authorized addendum accompanied by an authorized purchase agreement.**

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VII. The term of the consignment shall be for 90 days. Upon completion of the 90 day the term will renew for 30 day intervals. Each 30 day renewal will be charged \$159.98. This agreement may be terminated by either party upon 10 day written notice. The agreement is canceled 10 days after the date of receipt of the notice of cancellation by either party.

Start Date: _____ **Renewal Date:** _____

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VIII. Dealer agrees to keep the vehicle reasonable secure and clean while it is in the Dealers Possession Consignor agrees that the vehicle remains Consignor's sole risk, without liability on the part of Dealer for loss heron or damage thereto by fire, theft, collision or other occurrences. The Dealer will not be responsible for vehicle failures, including but not limited to mechanical, electrical or appearance.

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Insurance Information

Insurance Company:

Policy Number:

Policy Expiry Date:

Agent Name:

Email:

Phone:

Consignor agrees to keep valid full liability on the vehicle while it is in the dealers possession.

IX. Consignor agrees that the Dealer will not be required to divulge the name or address of the actual or prospective third party purchaser due to many circumstances and privacy laws. In the event the dealer has Ernest money on deposit for the described unit the sale is completed or voided, at the discretion of the dealer. **Consignor is NOT required to provide a signed original ownership until after the consignment vehicle has been SOLD.**

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X. Consignor authorizes the dealer to demonstrate and operate the vehicle. Consignor also authorizes all prospective third party purchasers to operate the vehicle under Dealer Supervision. **The vehicle will ONLY be driven for selling purposes. Consignor authorizes Dealer to drive the vehicle in order to perform a safety test.**

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XI. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this contract shall supersede all previous communications representations or agreements either verbal or written between the parties hereon.

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XII. Consignor agrees that they will not post their vehicle online, or advertise their car for sale while their car is under contract with Dealerwerx.

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XIII. Once the Consignment vehicle has been sold, funds will be transferred into a trust account. These funds may be held for up to 30 days. Once the funds have cleared through the trust account, the Consignor will be paid in full by cheque.

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XIV. If the consignment vehicle comes with any factory or aftermarket warranty, please fill out the warranty information that is available for the vehicle.

Warranty Type: _____ **Warranty Expiration (Mileage & Date):** _____

Warranty Company: _____

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XV. The Dealer reserves the right to park consignor's vehicle indoor or outdoor while in possession of said vehicle. On-site parking is solely under the descretion of the Dealer. In the case where On-site parking is unavailablr the Consignor will be given notice through email and phone to pick up vehicle within 5 days. Consignor may be required to use the off-site consignment service at any point during or exceeding the term of the contract. Consignor will be liable for any charges endured for unlawful parking including but not limited to daily parking fee(s), towing fee, contract renewal charges.

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XVI. Terms & Conditions

1. Consignor will be notified by phone within 2 business days of the vehicle being sold.
2. Consignor will be paid by cheque within 30 days of the car being sold.
3. The vehicle will remain registered to the consignor until the funds have been secured.
4. Consignor confirms that they, the consignor, are in possession of the ownership and possess the right to sell the vehicle.
5. Dealerwerx will promote, advertise and handle elements of selling the consignment vehicle.
6. Dealer & Dealerwerx will only use the vehicle for selling purposes. This includes moving the car within the lot, and the vehicle going on test drives with one of our sales people present.
7. The vehicle will only leave the registered lot when going for a test drive with one of our representatives present.
8. Dealerwerx and Dealer will provide you with a copy of this agreement upon request.

ATTENTION:

In case of any concern with this consignment agreement, please contact the Dealerwerx Customer Service Team at **(705) 445-9779**. You can also email **resolutions@dealerwerx.com**. If you have any other comments, questions or concerns, please email us at **info@dealerwerx.com**.

| | | | |
|------------------------|---------------|------------------|---------------------|
| Consignor Name: | City: | Province: | Postal Code: |
| Address: | Phone: | Cell: | |
| | Email: | | |

COMPREHENSIVE CONSIGNMENT SERVICE:

- A large 'for sale' sign, pricing hang tags with customized pricing labels (must be obtained from Dealerwerx Agent), suction cups for vehicle display.
- A toll free number where we will filter and screen only serious qualified buyers.
- Thorough vehicle inspection and cleaning.
- Discounted pricing for required pre-sale service (mechanical, emission, safety, etc.) and consignor acknowledges to cover any required service.
- Comprehensive consultation with appraisal.
- Showcasing your vehicle with a listing on our website and top third party listing sites.
- We deal with all potential buyers and callers from coordinating appointments to negotiations
- Completion of all administrative paperwork (licensing is extra).

REQUIRED PRE-SALE SERVICE

The Consignor acknowledges that the cost of any pre-sale service is their responsibility and will not be covered by "Dealer".

APPOINTMENTS FOR PICTURES AND SERVICE INSPECTION

Location _____ Date _____ Time _____

Consignor Name _____ Dealer Name _____

Consignor Signature _____ Dealer Signature _____

Date _____ Date _____

By signing this agreement, you, the "consignor" agree that during the period of 90 days the consigned vehicle will be sold through the Dealerwerx consignment program and cannot be sold outside of this agreement. After the 90 day period, unless extended, this contract is null and void.

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