



# Consignment Agreement

Date: \_\_\_\_\_

Broker: Plains Choice Auto Group, LLC

Seller: \_\_\_\_\_

Address: 4301 Avenue Q

Address: \_\_\_\_\_

City: Lubbock

City: \_\_\_\_\_

State: TX. Zip: 79412

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: 806-749-2600

Phone: \_\_\_\_\_

THIS AGREEMENT for the exclusive listing, consignment and sale of the vehicle listed below is made and entered into by and between the seller and

In consideration of the broker's services, the seller agrees to pay in advance a listing fee of \$250.00 and give the broker named above the exclusive right to sell the listed vehicle for a period of 60 days. The listing fee is non-refundable but will be deducted from the Broker's profit or commission in the event that the vehicle is sold, provided that the Broker's profit or commission exceeds the amount of the listing fee.

### VEHICLE DESCRIPTION

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN: \_\_\_\_\_ License: \_\_\_\_\_ Mileage: \_\_\_\_\_

Seller agrees to accept \$\_\_\_\_\_ net cash for full payment in the event broker finds a buyer ready, willing and able to purchase the above described vehicle during the exclusive period. Seller agrees that broker will retain as its profit any amount in excess of the agreed net cash amount as described herein. Broker will assume and pay all salesperson's commissions. Seller further agrees that broker may, upon sale payoff existing liens or encumbrances against said vehicle and deduct same from the net price, paying the seller the balance remaining, where upon, the seller agrees to release and deliver to broker all certificates of title or ownership properly endorsed and executed, showing said vehicle free and clear of all encumbrances.

In the event the vehicle is sold by someone other than the broker during the exclusive period, the seller agrees to pay the broker a commission equal to 3% of the vehicles' selling price or \$500.00, whichever is greater. In the event the sale is made within 10 days after the termination of this agreement and such sale is made to a buyer who previously discussed the vehicle with the broker, then seller agrees to pay broker a commission equal to 10% of the selling price or \$1,000.00, whichever is greater. Seller further agrees and understands that it may be necessary to allow prospective buyers to drive and otherwise inspect seller's vehicle: seller indemnifies broker and such other party or parties from any claims seller may have as a result of allowing any prospective buyer to drive and/or inspect seller's vehicle. In addition, it is further agreed that broker, its agents or assign assume no responsibility for loss or damage to the listed vehicle by fire, theft or any other cause.

Seller represents that the vehicle is insured under a policy of liability insurance in the amount required by law. Seller agrees to hold broker harmless from any claims arising out of the offer for sale of the listed vehicle, including any attorney's fees broker incurs in defending such a claim. Seller also agrees to keep the vehicle insured during the time that it is in the possession of the broker and agrees to hold broker harmless from any damage to vehicle.

Seller represents and warrants to Broker that he/she is the true owner of the vehicle and that the vehicle is not subject to any lien or encumbrance for an amount exceeding the agreed net cash price listed above.

It is further agreed that the broker, at its sole option, may cancel this agreement at any time.

This agreement is made and signed in Lubbock County, Texas and contains the complete agreement of the Broker/Dealer and the Seller/Owner. Any changes to this agreement must be made in writing and signed by both parties.

\_\_\_\_\_  
Broker/Dealer or Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller/Owner or Agent Signature

\_\_\_\_\_  
Date