

Consider It Sold, Inc. ~ Vehicle Trading Assistant Contract

AGREEMENT made as of this day _____, 2006, between Consider It Sold, Inc. (Herein after referred to as "CIS") and Name: _____ (herein after referred to as Consignor)

Address: _____ City, State, Zip _____

Phone/Fax: _____ E-Mail: _____

WHEREAS, the Consignor wishes to have certain items offered by CIS for sale on eBay and/or other auction sites, and WHEREAS, CIS wishes to represent the Consignor under the terms and conditions of the agreement,

THE PARTIES AGREE:

1. Term

This agreement is binding between CIS and the Consignor for the duration of the consignment period or until the consigned item is sold by CIS. This contract is applicable to all items taken on consignment from the Consignor and shall be considered applicable to all current and future consignments. All items will be listed and auctioned within **45 days** of receipt as noted on the attached Consignment Receipt.

2. Consignor Remorse

Consignor acknowledges that any and all goods listed on the CIS Consignment Receipt or left in the possession of CIS is authorization to sell such items at auction. The Consignor recognizes that the withdrawal of any item is dependant upon the auction status. The item may be under contract with a third party to purchase at any time after the start of the auction. **Once the auction has commenced, the consignor CANNOT withdraw the item.** CIS will withdrawal any item with a written request from the Consignor provided the auction has not commenced.

3. Fees Motor Vehicle

- To list a vehicle there is a flat \$100 listing fee. The fee is charged by eBay and payable in advance of the auction.
- CIS Commission is 20% for vehicles that sell for less than 2000.00.
- CIS Commission is 15% for vehicles that sell between \$2000.00 and \$9,999.99.
- CIS Commission is 10% for vehicles that sell for more than \$10,000.00.
- Maximum Commission is capped at \$1625.00

4. Additional Fees

- CIS Trip Charge of \$45.00 is applicable to photograph the vehicle at your location. Fee covers: round trip travel, photographic equipment, and labor.
-

5. Requirements

- The **title must be free and clear** and held by the consignor.
- **Known problems must be disclosed prior to consignment.**

6. Process

The auction will be conducted under the eBay user ID consideritsold\$. This may include, quality inspection, photography / image hosting and general description of item(s), correspondence with bidders, follow-up, Payment Collection and shipping. Title transfer will be executed between the winning bidder and consignor. Auctions run for 7 days – Optional 10 day auctions are available for an additional \$10.

7. Sales Outside Auction Sites

If a higher price is offered via private offer or through a retail or direct purchaser **BEFORE** the item is listed on auction site, the owner of stated items will be contacted and notified to obtain an approval for sale or a decline of such offer.



Everybody Has Something to Sell...
Vehicle Services

8. Shipping / Delivery

All shipping is to be handled by the CIS and the winning bidder unless otherwise agreed upon. All buyers pay for shipping. Delivery of the vehicle and title transfer is conducted between the Winning bidder and Consignor.

9. Payment(s)

CIS shall pay the Consignor all proceeds due to the Consignor within 15 days from end of the paid sale. Checks will be mailed to address provided above by this period.

10. Accounting

CIS shall furnish the Consignor with all accounting records pertaining to Consignors account at the Consignors request. CIS shall maintain accurate books and documentation with respect to all transactions entered into on behalf of the Consignor.

11. Validity/Warranties

Consignor verifies that all products are properly functioning and free of defects that may affect the final value. The consignor acknowledges responsibility for all known and unknown damage that effects operation and final value. All vehicles sales are subject seller disclosure of known problems as specified on the attached disclosure sheet. All items are sold in good condition unless consignor has specifically stated it is to be sold in "As Is Condition". If there are any transferable warranties or service agreements they are to be disclosed at the time of consignment.

12. Ownership

Consignor attests that they have legal title to and are in legal possession of all items and that which CIS is to sell at auction. All consigned items are to be specified on the supporting documentation attached titled Asset Inventory List.

13. Loss or Damage

CIS is listing your vehicle as an advertising service only. CIS is not acting as and cannot act as a broker for any vehicle. Subsequently CIS cannot provide any liability protection against loss, damage, fraudulent activity, or acts of God. The consignor understands that insurance is the consignor's responsibility and releases CIS from all liability.

Consignor Initial _____

13. Unsold Vehicles

Vehicles are listed at auction for one listing. Re-list of any vehicle is subject to the \$100 eBay-listing fee.

Consignor Initial _____

14. Item Final Value

Unless the consignor has specified a minimum acceptable final sale price in writing and paid for such service, the Consignor releases CIS from any and all liability to attain any predetermined or anticipated sale price of any item.

Consignor Initial _____

15. Refusal of Winning Bidder to Pay

Should the winning bidder refuse to accept delivery and withhold payment, the consignor releases CIS from any liability for failure of the transaction to complete. The consignor is fully responsible for a complete disclosure of unknown and known defects that may prevent the completion of the transaction. . CIS will make reasonable efforts to recover the listing fee. However, the consignor may be caused to surrender the listing fee for undisclosed defects within the vehicle.

Consignor Initial _____

16. Withdrawal of Vehicle Due to Sale by Consignor

The consignor acknowledges that vehicle must be withheld from other sale avenues while at auction. The vehicle CANNOT be sold through other means once the auction has commenced.

Consignor Initial _____



Everybody Has Something to Sell...
Vehicle Services

| | | |
|-------------------|--------------------------------|----------------|
| Year | Manufacturer | Model |
| Warrantees | Clear Title Yes / No | Mileage |

Reserve Amount _____ VIN _____

This vehicle is to be sold **“AS IS”**. AS IS auctions are written without any guarantee of operational or cosmetic condition. The seller understands that vehicles sold in under an “AS IS” statement will affect the final value the vehicle attains.

This vehicle is to be sold with the following conditional disclosures.

Engine Rebuilt - Yes / No. If yes mileage at rebuild _____

Transmission Rebuilt – Yes / No. If yes mileage at rebuild _____

Vehicle Passes Colorado Emissions - Yes / No

Brakes Rebuilt - Yes / No. If yes mileage at rebuild _____

Any other recent service to the vehicle.

Options:

Engine Size _____ Transmission _____ Stereo _____

A/C _____ Cruse Control _____ Windows _____

Other _____

Additional Condition Notes.

Tires _____

Smokes while running _____

Difficult to start _____

Paint _____

Interior _____

Suspension/Steering _____

Non-Smoker Vehicle _____

Electrical Problems _____

Additional Notes:

Both parties have read and understand all statements included in this agreement. This agreement may not be revised or amended without the written consent of both the consignor and CIS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above

Consignor _____ Date _____

Authorized Agent, Consider It Sold, Inc. _____ Date _____

How did you hear about us? (check appropriate)

Friend/Family _____ Website _____ Radio _____ Newspaper _____ Other _____ (specify) _____