

EXCLUSIVE LISTING AND CONSIGNMENT AGREEMENT AND RECEIPT

I. Receipt

Mike Ward Auto, (hereafter known as "Agent") hereby acknowledges receipt of the following vehicle (the "Vehicle"),

Make _____ Model _____ Color _____

Year _____ Mileage _____ Serial # _____

II. Term of Agreement

The term of the Agreement is thirty (30) days, unless renewed for an additional 30 day period by mutual agreement of the parties hereto. The Owner hereby agrees to accept possession of the Vehicle and remove it from the Agent's premises within five (5) business days after the expiration of this Agreement or a storage charge of \$_____ per day will be assessed.

III. Agent's Agreement

The Agent shall:

1. Advertise or display the Vehicle to secure a buyer thereafter.
2. Assist the new buyer in securing financing if necessary.
3. Be a bonded and certified Motor Vehicle Dealer.
4. Pay the Owner the consignment price agreed upon minus whatever expenses are due to the Agent. Owner to pay for ads, detailing and other expenses incurred in the sale.

IV. Escrow

The Agent will hold funds of the Buyer in escrow for ten (10) full days during which time the Buyer can discover any hidden or concealed defects. If any defects are found during this period, the Buyer cannot rescind the sale, but only entitled to corrections of the defects. The Owner, however, has the option of having the cost of the repairs deducted from the escrow funds or of entirely canceling the sale if the Owner should choose not to be charged for the defects. If the Agent receives payment by check (rather than certified check, cashier check or cash) said check shall be cleared through the bank before payoff by Agent to the Owner.

V. Price

The Owner agrees to allow the Agent to hold back from the proceeds paid to Seller, as a result of the sale of the Vehicle, the following percentage, which is based on the selling price. The Consignment Price may not be reduced without the Owner's consent, which consent may be written or verbal.

<u>Selling Price</u>	<u>%Commission to Agent</u>	<u>Agreed Upon Selling Price of Vehicle</u>
\$0 - \$29,999	12%	
\$30,000 - \$59,999	11%	\$ _____
\$60,000 - \$89,999	10%	
\$90,000 - \$119,999	9%	
\$120,000 - \$149,999	8%	
\$150,000 and up	7%	

VI. Exclusive Listing

The Owner acknowledges and agrees that the Agent shall have the exclusive right to sell the Vehicle during the term of this Agreement, as extended. In the event the Vehicle is sold by someone other than the Agent, during the exclusive period, the Owner will pay the Agent a commission of ten percent (10%) of the selling price. In the event that a sale shall be made within ninety (90) days after Owner's termination of this Agreement and such sale shall be to a buyer who discussed the Vehicle with Agent, a commission of ten percent (10%) of the selling price shall be due the Agent.

VII. Owner's Agreements

The Owner agrees to do or provide the following:

1. Clear, unassigned non salvage title to Vehicle (the Agent may, upon sale, pay off existing liens or encumbrances against Vehicle and deduct any sums so expended from the consignment price.)
2. Two (2) signed Power of Attorney forms.
3. The described Vehicle is in a safe and legal condition to meet Colorado emissions standards.
4. Maintain insurance while Vehicle is in possession of the Agent. (Agent is not responsible for loss or damage due to theft, fire, accident, vandalism or any other cause while Vehicle is in Agent's possession.)

VIII. Owner's Representation

As a material inducement to the Agent entering into this Agreement, the Owner hereby represents, warrants and certifies the following:

1. That to the best of the Owner's knowledge, as of the date hereof, the mileage of the Vehicle is _____.
2. That the Vehicle is in good repair, saleable and fit for its intended use.

The Owner further agrees that the Owner will indemnify the Agent and hold the Agent harmless against any and all loss, cost, or expenses, including, without limitation, attorney's costs and fees from the inaccuracy, untruth, or falsity of the foregoing representations, warranties, and certifications.

IX. Expenses to be Paid by Owner Prior to Vehicle being Listed for Sale

(Vehicle will not be listed for sale until Vehicle passes inspection, and Seller has paid in full for inspection fees and detail.)

1. \$175 Safety Inspection fee
2. \$275 Professional Detail fee

In the event the Vehicle does not pass the inspection, the fees associated with the inspection / detail are non-refundable. In this case, the Agent will return the Vehicle to the Seller, or the Seller agrees to make the proper repairs in order to make the Vehicle ready for sale, as deemed appropriate by the Agent.

3. \$200 Marketing & Advertising fee

In addition, Vehicle must pass emissions prior to being presented for sale by Agent, If it does not pass emissions, Owner authorizes Agent to repair the vehicle. Owner also agrees to pay Agent all costs associated with repairing the vehicle to a passable condition.

X. Indemnity

The Owner understands and agrees that it may be necessary to allow prospective buyers to drive and otherwise inspect Vehicle; the Owner hereby agrees to indemnify the Agent and hold the Agent harmless from and against any and all claims the Owner may as a result of allowing any prospective buyer to drive and/or inspect Vehicle.

XI. I have read and understand this agreement and received a copy.

Owner Name (as shown on vehicle registration) _____

Address _____

Email address _____

Cell phone _____

Owner's Signature _____ Date _____

Signature Mike Ward Auto Agent _____