

# 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		Kilometres	Miles	
Distance Travelled Unknown. Please explain (select most accurate statement):							
1. As of insert date distance travelled was insert last known distance and actual distance travelled is higher.							
2. Actual distance travelled is unknown and is substantially higher than shown on the odometer.							

C CONSIGNMENT TERMS	
<p>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.</p> <p>Minimum Selling Price: <input type="text"/> Consignor's Initials: _____</p> <p>Auction's estimated selling price*: _____</p> <p><b>*NOTE:</b> 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.</p>	<p>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)</p> <p>Termination Date: _____</p>

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

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

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

**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
<p>Insurance Company: _____ Policy No. _____</p> <p>Expiry Date: _____ Name of Agent: _____</p>

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

I WARRANTIES
<p>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: _____ Transferable to Buyer? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Warranty Coverage: # of Months: _____ No. of Kms: _____ Product Name: _____</p> <p>Product Description (what does the warranty cover?): _____</p>

## 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 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
- 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.

K ADD ANY ADDITIONAL TERMS AND CONDITIONS BELOW:		Consignor Initials	Auction Initials
1.			
2.			
3.			
4.			

**L CONSIGNOR'S ACCEPTANCE**

I agree to consign the Vehicle for sale on the terms and conditions set out in this Agreement and in the JETT AUCTION POLICIES. This Agreement will authorize Auction to sell the Vehicle and receive the sale proceeds as trustee for all parties and not as agent for any one party.

**Acknowledgement of Terms:** I have read all of the terms and conditions of this Agreement including those in the JETT AUCTION POLICIES which form part of this Agreement. I also agree that no verbal promises have been made to me by Auction or its employees. I understand that the written terms and conditions of this Agreement and the JETT AUCTION POLICIES make up the entire Agreement. **I understand that I am entitled to receive a copy of this Agreement immediately after it is signed by me and Auction.**

Consignor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**M AUCTION'S ACCEPTANCE**

Acceptor's Registration No. \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Auction's Signature \_\_\_\_\_

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

**M CHANGES**

The Consignor and Auction agree to change the Agreement as follows:

	New	Date of Change	Consignor's Signature	Auction
<input type="checkbox"/> Termination Date				
<input type="checkbox"/> Minimum Selling Price				
<input type="checkbox"/> Auction Estimated Selling Price				
<input type="checkbox"/> Consignment Fee				
<input type="checkbox"/> Sale Fee				
<input type="checkbox"/> Other (specify):				

Schedule "A"		Schedule of Fee's	
Selling Price		Selling Price	
0 - 499 or Less	= 95	3500 - 3999	= 270
500 - 999	= 130	4000 - 4499	= 290
1000 - 1499	= 170	4500 - 4999	= 310
1500 - 1999	= 190	5000 - 5499	= 330
2000 - 2499	= 210	5500 - 5999	= 350
2500 - 2999	= 230	6000 - 6499	= 370
3000 - 3499	= 250	6500 - 6999	= 390
		7000 - 7499	= 410
		7500 - 7999	= 430
		8000 - 8499	= 450
		8500 - 8999	= 470
		9000 - 9499	= 490
		9500 - 9999	= 510
		10,000 - and over	= 5%

**Run Fee**

\$0 RUN FEE 1ST TIME,  
\$30 RUN FEE  
THEREAFTER

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**No Sale Fee**

\$50 Check in Fee & \$30  
Run Fee after the first run

**N CONSIGNOR'S DISCLOSURES**

1. The Vehicle was previously used as a:		4. The Vehicle requires repairs to:		6. Other Conditions:	
YES	NO	YES	NO	YES	NO
	Police cruiser		Engine, Transmission or Power train		Odometer broken, faulty or replaced
	Emergency services Vehicle		Sub-frame or Suspension		Structural damage, repairs or alterations
	Daily rental		Computer equipment		Anti-lock braking system not operational
	Taxi or limousine		Electrical system		Airbags missing or not operational
	Driving school Vehicle		Fuel operating system		Vehicle is materially different from original or advertised production
2. The Vehicle has previous damage by:			Air conditioning		Two or more adjacent panels repaired or replaced (excluding bumpers)
YES	NO		Emissions system		Manufacturer badge or decal changed
	Fire		Other :		Manufacturer's warranty cancelled
	Flood	5. The Vehicle has been classified as (regardless of whether title is branded):			Vehicle registered out of province with in the last 7 years
	Combined Incident or accident exceeding \$2,000 (regardless of whether or not it was	YES	NO		
			Irreparable	7. Vehicle Road Worthy	
3. The Vehicle has been declared a:			Salvage	<input type="checkbox"/> Yes	<input type="checkbox"/> No
YES	NO		Rebuilt	Brakes, Suspension, Lights, Safety Items	
	Total loss by insurer		Lemon or CAMVAP Buyback		
	Theft recovery				

**8. Please provide an explanation for all boxes marked "yes":**

Consignor represents and warrants that he/she has disclosed all material facts that would affect a reasonable buyer's decision to buy the Vehicle or the price a reasonable buyer would pay. Consignor hereby confirms that he/she has not misrepresented or omitted any material facts about the Vehicle and that the information provided above is, to the best of Consignor's knowledge and belief, true. **AND COMPLIES WITH THE MOTOR VEHICLE SALES ACT.**

Consignor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_