

STAPLE
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Copart Vehicle Consignment Agreement



SELLER NAME: _____

COPART MEMBER EMAIL/ID: _____

ADDRESS: _____ PHONE: _____

CITY, STATE, ZIP: _____

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____

VIN#: _____

LICENSE PLATE #: _____ STATE: _____

ODOMETER: _____	
ACTUAL <input type="checkbox"/>	NOT ACTUAL <input type="checkbox"/>
	EXCEEDS M.L. <input type="checkbox"/>
TMU <input type="checkbox"/>	EXEMPT <input type="checkbox"/>

VEHICLE RUNS: YES NO RUNS & DRIVES: YES NO KEYS: YES NO

REPLACEMENT PARTS: YES NO IF YES, LIST PARTS ON REVERSE AND ATTACH RECEIPTS

HAS VEHICLE SOLD THROUGH COPART BEFORE? YES NO

DESCRIBE ALL MATERIAL DAMAGE: _____

FEEES:

CHARGES

\$85 TO LIST

Plus 2% OF FINAL SALE PRICE AS A SALE FEE (WHICH WILL HAVE A \$50 MINIMUM AND A \$150 MAXIMUM).

Example: \$85+\$50 = \$135 Minimum Up to \$85 + \$ 150 = \$235 Maximum

MINIMUM BID REQUEST \$ _____ (If Applicable)

VEHICLES SOLD ON CLEAN TITLE ARE SUBJECT TO AN ADDITIONAL \$10 VEHICLE HISTORY REVIEW FEE.

COMMENTS: _____

I CONFIRM THAT I HAVE READ AND AGREE TO BE BOUND BY THE COPART VEHICLE CONSIGNMENT AGREEMENT TERMS AND CONDITIONS, WHICH ARE INCORPORATED INTO THIS AGREEMENT. THE COPART VEHICLE CONSIGNMENT AGREEMENT TERMS AND CONDITIONS CAN BE FOUND ON THE BACK OF, OR ATTACHED TO, THIS FORM OR AT http://member.copart.com/c2/pdf/forms/for_sale.pdf.

SELLER SIGNATURE

COMPANY NAME

TITLE

DATE

<u>FOR COPART USE ONLY</u>	
LOT #: _____	AUTOCHECK COMPLETED (if clean title)
SALE TITLE TYPE: _____	PREVIOUS COPART SALE: <input type="checkbox"/> YES <input type="checkbox"/> NO
GM/AGM SIGNATURE (REQUIRED)	
IF PREVIOUS COPART SALE: PRIOR LOT NO: _____	DAMAGE TYPE: _____
TITLE TYPE: _____ TITLE BRAND: _____	MILEAGE: _____
VEHICLE INSPECTED BY: _____	DATE: _____

Copart Vehicle Consignment Agreement

TERMS AND CONDITIONS

1. Seller represents and warrants that:
 - A) Seller is the sole registered and legal owner of this vehicle, and title to the vehicle is valid, transferable and unencumbered.
 - B) All component parts are original, except as noted below, and that the vehicle contains no stolen parts.
 - C) All vehicle information provided is complete and accurate.
 - D) None of the vehicle identification numbers have been tampered with, replaced, or altered on the subject vehicle.
 - E) The odometer has not been tampered with, replaced, or altered on the subject vehicle.
2. Seller appoints Copart as its Agent to sell the vehicle and authorizes the sale of the subject vehicle.
3. Seller shall pay all fees, whether the vehicle sells or not, and agrees to pay any cost of collection (including collection agency fees and/or court costs and attorney's fees) in the event of Seller's failure to pay all fees.
4. Copart shall re-run the vehicle for an additional sale fee unless Seller (a) approves the vehicle for sale or (b) informs Copart not to rerun the vehicle and removes the vehicle from Copart's premises by 2:00 pm on the day after the date of sale.
5. Seller shall not bid on the subject vehicle if prohibited by applicable law.
6. Copart shall remit vehicle sale proceeds to Seller, minus applicable Seller fees, no sooner than seven business days and no later than twenty-one business days from the date Copart receives payment from the purchaser.
7. Seller shall maintain insurance on the subject vehicle. Seller waives any claims against Copart for damage that occurs to the subject vehicle while being held for sale, including damage due to vandalism, theft, flood, fire or any act of God.
8. Seller shall indemnify, defend, and hold Copart harmless from and against any claims, demands, lawsuits, or liabilities (including freight, attorney's fees and defense costs) arising from or related to (a) the sale of this vehicle, (b) the condition, title, mileage, or history of the vehicle or any component part of the vehicle, or (c) any misrepresentation, concealment or omission of facts by Seller.
9. Seller authorizes Copart to accept verbal authorization from Seller or Seller's representative to accept a bid and sell the vehicle for a bid lower than the minimum bid as set forth on the Copart Vehicle Consignment Agreement.
10. Seller guarantees the delivery at the time of sale of a fully transferrable title free of any liens and encumbrances.
11. In the event of a breach of this Agreement by Seller, including a breach of any representation or warranty, Copart may require Seller to purchase the vehicle back from the buyer. This shall be in addition to and not in lieu of any remedies that Copart or the buyer may have at law or in equity.
12. Copart shall not be liable to Seller for consequential, special, incidental, indirect, punitive, exemplary, or other damages of any kind (including lost revenues or profits, loss of business or loss of data) even if Copart is advised beforehand of the possibility of such damages. Seller agrees that the liability of Copart and its subsidiaries, officers, agents, employees, and affiliates arising from or related to this agreement shall not exceed the fee Seller paid to Copart to consign this vehicle for sale.
13. Any dispute arising out of this agreement shall be litigated in the state/province and county, and applying the laws of the state/province, of the Copart facility that stored the vehicle at the time of sale.
14. If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This consignment agreement shall remain in effect until the vehicle is sold or Seller retakes possession of the vehicle. Sections 1, 2, 3, 7, 8, 10, 11, 12, 13, 14, and 15 shall survive termination of the consignment agreement.
16. Written authorization of the parties shall be required to vary the terms hereof.

Describe Material Damage (con't.) _____

List Replacement Parts: _____

