



Copart Vehicle Consignment Agreement

SELLER INFORMATION

SELLER/BUSINESS NAME: _____ COPART BUYER NO.: _____

ADDRESS: _____

BID APPROVER'S PHONE NO.: _____ TAX I.D. NO.: _____

VEHICLE INFORMATION

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

VIN NO.: _____

LICENSE PLATE NO.: _____ STATE: _____

VEHICLE RUNS: YES NO RUNS & DRIVES: YES NO

KEYS: YES NO REPLACEMENT PARTS: YES NO

ODOMETER: _____, _____

ACTUAL NOT ACTUAL

EXCEEDS M.L.

TMU

EXEMPT

IF YES, LIST PARTS ON REVERSE AND ATTACH RECEIPTS.

HAS VEHICLE SOLD THROUGH COPART BEFORE? YES NO UNKNOWN

DESCRIBE ALL VEHICLE DAMAGE (CONTINUE ON REVERSE IF NECESSARY): _____

SALES INFORMATION

TYPE OF SALE

CHARGES

PLEASE INITIAL YOUR CHOICE

PURE SALE

\$85.00 + 2% SALE FEE, \$50.00 MINIMUM FEE AND \$150.00 MAXIMUM FEE

MINIMUM BID SALE FLOOR/ BUY IT NOW PRICE \$ _____

\$125.00 + 1% OF FINAL SALE VALUE OR \$25.00, WHICHER IS GREATER & 1% OF MINIMUM BID (CHARGED WHETHER SOLD OR RETAINED)

ACTUAL CASH VALUE ESTABLISHED BY SELLER: \$ _____

VEHICLES SOLD ON CLEAN TITLE ARE SUBJECT TO AN ADDITIONAL \$10.00 VEHICLE HISTORY REVIEW FEE.

ALL VEHICLES SOLD SUCCESSFULLY VIA "MAKE AN OFFER" ARE SUBJEC TO AN ADDITIONAL \$75.00 FEE.

TITLE TYPE: CLEAN DUPLICATE PAPERS LIEN PAPERS BRANDED IF BRANDED, WHAT TYPE: _____

INSURANCE POLICY NO.: _____ NAME OF INSURER: _____

ADDITIONAL 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 TERMS AND CONDITIONS CAN BE FOUND ATTACHED TO THIS FORM OR AT Copart.com/CDS.

SELLER SIGNATURE

COMPANY NAME

TITLE

DATE

FOR COPART USE ONLY

LOT NO.: _____

AUTOCHECK COMPLETED (IF CLEAN TITLE)

SALE TITLE TYPE: _____

PREVIOUS COPART SALE: YES NO

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 appoints Copart as its Agent to sell the vehicle and authorizes the sale of the subject vehicle.
2. Seller shall pay all fees, whether the vehicle sells or not, and agrees to pay any cost of collection (including agency fees and/or court costs and attorneys' fees) in the event of Seller's failure to pay all fees.
3. 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 any minimum bid as stated in the Vehicle Consignment Agreement.
4. Seller agrees to complete the bid approval process by 2:00 p.m. local time on the business day after the date of the sale. Seller may elect to accept a bid and sell the listed vehicle for a bid lower than the minimum bid, if any, re-run the vehicle on the next sale, or remove the vehicle from Copart's premises. If Seller fails to timely complete the bid approval process, Seller's vehicle shall be re-run and subject to all applicable fees.
5. Copart shall re-run the vehicle for an additional three (3) sales free of charge. On the fifth (5th) sale attempt, and on any subsequent sale attempts, a \$35.00 fee will be assessed per run. If Seller elects not to re-run the vehicle, Seller must remove such vehicle from Copart's premises seven (7) calendar days after the date of sale or the vehicle will begin to accrue storage at the rate of \$20.00 per day. If Seller fails to pick up the vehicle within 30 days from its election not to re-run the vehicle, the vehicle will be subject to lien or abandonment procedures. If a purchaser of a vehicle refuses to purchase the vehicle because a statement regarding the condition or state of the vehicle made by Seller was inaccurate or incorrect, Copart may re-list the vehicle and such re-listing shall be subject to a re-run fee.
6. Copart will provide free vehicle storage for a maximum of sixty (60) days without the original transferrable ownership documents. On the sixty-first (61st) day, the vehicle will begin to accrue storage at a rate of \$5.00 per day (a) until original transferrable ownership documents are received by Copart or (b) if Seller elects to withhold a vehicle from sale, until Seller releases the vehicle for sale.
7. Tow fees will be charged to Seller for vehicles consigned with branded titles and salvage vehicles that cannot be driven as well as clean title standard size vehicles towed beyond 25 air miles. Tow fees shall be in accordance with the fees charged by the Copart location to which the vehicle is towed.
8. Seller shall not bid on the subject vehicle if prohibited by applicable law.
9. Copart shall remit vehicle sale proceeds to Seller, minus applicable Seller fees no sooner than seven (7) business days and no later than twenty-one (21) business days from the date the purchaser of the vehicle has accepted the vehicle and Copart has received full payment for it.
10. Seller represents and warrants that: (a) Seller is the sole registered and legal owner of the vehicle and title to the vehicle is valid, transferable, and unencumbered; (b) all vehicle information provided is true, complete, and accurate and that s/he has provided written disclosure to Copart of any and all known defects in the condition and title of the vehicle; (c) all component parts are original, except as noted in the Vehicle Consignment Agreement, and that the vehicle contains no stolen parts; and (d) no vehicle identification numbers have been tampered with, replaced, or altered on the vehicle.
11. By entering into this agreement, Seller affirms that s/he has a bona fide intention to transfer ownership of the vehicle to the highest bidder in the event the vehicle sells at absolute auction (without a minimum bid set by Seller). No vehicle shall be placed for sale in any auction until Copart receives fully transferable title.
12. Seller shall maintain insurance on the subject vehicle. Regardless of whether or not Seller meets this insurance requirement, Seller waives any claims against Copart for damage that occurs to the subject vehicle while on Copart's premises, including damage due to vandalism, theft, flood, fire, or any act of God.
13. In the event of Seller's breach of any provision of this Consignment Agreement Seller may, at Copart's option, be required to purchase the vehicle back from the buyer and pay all fees.
14. The fact that the vehicle subject to this agreement is on consignment shall be disclosed to any prospective purchaser.
15. Seller shall indemnify, defend, and hold Copart harmless from and against any claims, demands, lawsuits, or liabilities (including freight, attorneys' fees, and defense costs) arising from or relating to (a) the sale of the vehicle; (b) the condition, title, mileage, or history of the vehicle; (c) any component part of the vehicle; or (d) any misrepresentation, concealment or omission of facts, or breach of applicable law by Seller.
16. 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.
17. Any dispute arising out of this agreement shall be litigated in the state/province and country, and applying the laws of the state/province and country, of the Copart facility that stored the vehicle at the time of the sale or attempted sale.
18. 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.
19. Written authorization shall be required to vary the terms hereof.
20. The provisions of this agreement which are intended to survive termination, including, but not limited to Sections 10, 12, 13, and 15-17 shall survive termination or expiration of this agreement for any reason.
21. Seller acknowledges that additional terms below shall apply if applicable to the state the vehicle will be sold.
 - a. **Illinois:** Vehicle was consigned on: _____
 - b. **North Carolina:** North Carolina law requires that the consigned vehicle display a current safety inspection certificate prior to sale if sold to a retail purchaser. Seller acknowledges that the vehicle will only be offered to wholesale purchasers.
 - c. **Oregon:** If the terms of this agreement are not met, Seller may file a complaint in writing with the Department of Transportation, Salem, Oregon.
 - d. **Pennsylvania:** Consignor does not extend any warranty to purchaser.
 - e. **Virginia:** Virginia law requires that the consigned vehicle pass a safety inspection prior to sale if sold to a retail purchaser. Consignor acknowledges that the vehicle will only be offered to wholesale purchasers.
 - f. **Wisconsin:** Consignor represents and warrants the vehicle's prior use to be _____. [Examples: personal, taxi, police, etc.] Seller agrees Copart will hold the certificate of title or a copy of both sides of the original title for inspection by potential purchasers during the period of consignment, and that the title reassignment by the owner portion of the original title will not be signed until the vehicle is actually sold.
 - g. **Washington:** The unpaid balance owing on the vehicle, if any, is _____. The effective date of this agreement is shall be the date upon which it is signed. The agreement will last until the earlier of: (a) one (1) year after the effective date or (b) the date all vehicles consigned under this agreement are sold.

SELLER SIGNATURE

COMPANY NAME

TITLE

DATE

COPART SIGNATURE

NAME OF PERSON SIGNING

TITLE

DATE