



PUBLIC VEHICLE CONSIGNMENT FORM

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PLEASE PRINT CLEARLY AND COMPLETELY

Consignment Date: _____

Seller Information

Seller/Business Name: _____ Member Seller #: _____

Address: _____

Bid Approver's Phone #: _____ Email: _____

Vehicle Information

Year: _____ Make: _____ Model: _____ Color: _____ Body: _____

VIN #: _____ License Plate #: _____ State: _____

Vehicle Runs: Yes ☐ No ☐

Transmission Works: Yes ☐ No ☐

Keys Available: Yes ☐ No ☐

Replacement Parts: Yes ☐ No ☐

If Yes, list parts on reverse and attach receipts.

Odometer: _____

Actual: ☐ Not Actual: ☐ Exceeds M.I.: ☐ TMU: ☐ Exempt: ☐

Has vehicle sold through Copart before?: Yes ☐ No ☐ Unknown ☐

Describe all vehicle damage (continue on reverse if necessary):

Sales Information

Minimum bid to sell: \$ _____

NO BTBA*

*Bid To Be Approved

**MAXIMUM NUMBER OF AUCTIONS
PER CONSIGNMENT IS SIX (6)**

Charges: \$89.00 + 3% sale fee, with \$75.00 minimum sale fee and \$250.00 maximum sale fee, I.E., depending on what the vehicle sells for, the total charges will be between \$164.00 and \$339.00. 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 subject to an additional \$75.00 fee. Other fees may apply, see copart vehicle consignment agreement terms and conditions.

Actual cash value estimated by Seller: \$ _____

Title Type: Clean *CT1 ☐ Duplicate Papers: ☐ Lien Papers: ☐ Branded/Salvage CT2: ☐

Lien holder name(s): _____

Seller's detailed damage description: _____

Additional comments: _____

I confirm that I have read and agree to be bound by the Copart vehicle consignment agreement terms and conditions, which are attached to this form and also found [online](#).

Seller Signature: _____ Company Name: _____ Title: _____ Date: _____

COPART USE ONLY - This form must be scanned to Lot

Lot #: _____ AutoCheck Completed (if Clean Title): ☐ Previous Copart Sale: Yes ☐ No ☐

Sale Title Type: _____

If previous Copart sale, prior Lot #: _____ Damage Type: _____

Title Type: _____ Title Brand: _____ Mileage: _____

Vehicle Inspected By: _____ Date: _____

PUBLIC VEHICLE CONSIGNMENT AGREEMENT | TERMS AND CONDITIONS - This form must be scanned to Lot

1. Seller appoints Copart as its Agent to sell the vehicle and authorizes the sale of the subject vehicle by Copart.
2. Seller shall pay all fees when they come due, 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 listed in the Vehicle Consignment Agreement.
4. Seller agrees to complete (or to instruct Seller's representatives to complete) the bid approval process by 2:00 p.m. local time on the next business day following 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 in 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 automatically be re-run and subject to all applicable fees.
5. Copart shall run the vehicle for up to three (3) sales free of charge. On the fourth (4th) sale attempt, and on any subsequent sale attempts up to a maximum of six (6), a \$35.00 fee will be assessed per sale. If Seller elects not to re-run the vehicle, Seller must remove such vehicle from Copart's premises within seven (7) calendar days after the last auction date or **the vehicle will begin to accrue storage fees at the rate of \$20.00 per day**. If Seller fails to pick up the vehicle within 30 days from an election not to re-run the vehicle, the vehicle will be subject to lien or abandonment procedures and disposed of in accordance with applicable state law. If a purchaser reverses a sale due to an inaccurate statement made by Seller regarding the condition or title of the vehicle, Copart may re-list the vehicle for sale and Seller agrees to pay a \$35.00 re-run fee.
6. Copart will provide free vehicle storage for a maximum of sixty (60) days pending receipt of the vehicle's original transferable 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 transferable 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. Seller agrees to pay tow fees for vehicles consigned with branded titles, salvage vehicles that cannot be driven, and clean title standard size vehicles towed beyond 25 air miles. Tow fees shall be in accordance with such fees charged by the Copart location to which the vehicle is towed. Non-standard size vehicles (such as medium or heavy tows) are subject to additional charges.
8. AUCTION INTEGRITY: Seller shall not bid on the subject vehicle.
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 accepts **and** Copart receives full payment for the vehicle. Seller will be paid the sale proceeds on a bulk net basis unless otherwise agreed by Copart.
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 Seller has provided written disclosure of any and all known defects in the condition and title of the vehicle; (c) all component parts are original, except as noted on the Public Vehicle Consignment Form, and the vehicle contains no stolen parts; and (d) no vehicle identification numbers (VINs) 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 or a bid meets or exceeds the set minimum in a reserve auction. If Copart determines, in its reasonable discretion, that Seller consigned a vehicle to Copart without the bona fide intention to sell, Seller agrees to pay storage fees in accordance with the Copart Member Terms and Conditions (found here: <https://www.copart.com/content/us/en/member-terms-and-conditions>). 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 until title is transferred. Regardless of whether Seller meets this insurance requirement, Seller waives all claims against Copart for damage that occurs to the subject vehicle while on Copart's premises, including damage due to vandalism, negligence, theft, flood, fire, or any act of God. Copart's liability for damage to a vehicle attributable to Copart's gross negligence or willful misconduct is limited to the lesser of (i) the actual cost to repair the damage to the vehicle to the extent caused by Copart; or (ii) the negative impact to the fair market value of the vehicle to the extent caused by Copart.
13. In the event of Seller's breach of any provision of this Agreement, Seller may, at Copart's option, be required to purchase the vehicle back from the purchaser and pay all fees incurred, including all purchaser fees, towing fees, freight, taxes, and expenses incurred in repairing the vehicle before such breach was discovered.
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 condition 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 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. Written approval from an authorized Copart representative is required to amend this Agreement. Copart may modify the terms and conditions of this Agreement at any time, in Copart's sole discretion, and such modifications will apply to all vehicles subsequently assigned by Seller to Copart.
20. Paragraphs 10, 12, 13, and 15-17 of this Agreement shall survive termination or expiration of this Agreement for any reason and will remain in full force and effect indefinitely.
21. Seller acknowledges that the additional terms below shall apply if applicable to the state in which the vehicle will be sold:
 - a. **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.
 - b. **Oregon:** If the terms of this Agreement are not met, Seller may file a complaint in writing with the Department of Transportation in Salem, Oregon.
 - c. **Pennsylvania:** Seller/Consignor does not extend any warranty to purchaser.
 - d. **South Dakota:** Vehicle title number: _____
 - e. **Virginia:** Virginia law requires that the consigned vehicle pass a safety inspection prior to sale if sold to a retail purchaser. Seller/Consignor acknowledges that the vehicle will only be offered to wholesale purchasers.
 - f. **Wisconsin:** Seller/Consignor represents and warrants the vehicle's prior use to be _____. [Examples: personal, taxi, police, etc.] Seller/Consignor agrees that 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 the title reassignment by the owner portion of the original title will not be signed until the vehicle is sold.
 - g. **Washington:** The unpaid balance owing on the vehicle, if any, is _____. The effective date of this Agreement shall be the date upon which it is signed. This 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: _____ Title: _____ Date: _____