



# 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 (SELECT ONE)

1.) PURE SALE (CIRCLE)

2.) MINIMUM BID SALE

FLOOR/ BUY IT NOW PRICE: \$ \_\_\_\_\_

CHARGES

\$89.00 + 3% SALE FEE, \$75.00 MINIMUM SALE FEE AND \$250.00 MAXIMUM SALE FEE. THEREFORE, DEPENDING ON WHAT THE VEHICLE SELLS FOR; THE TOTAL CHARGES WILL BE BETWEEN \$164.00 AND UP TO \$339.00. (OTHER FEES MAY APPLY, SEE COPART VEHICLE CONSIGNMENT AGREEMENT TERMS AND CONDITIONS)

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): \_\_\_\_\_

DETAILED SELLER/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 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 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 as stated 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 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 two (2) sales free of charge. On the fourth (4<sup>th</sup>) 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 last auction date 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 and disposed of in accordance with applicable state law. If a purchaser of a vehicle refuses to purchase the vehicle or relists 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 (61<sup>st</sup>) 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. Non-standard size vehicles (such as medium or heavy tows) will be subject to additional charges.
8. Seller shall not bid on the subject vehicle if prohibited by applicable law. Where Seller bidding is permitted, if Seller bids on and wins the vehicle at auction, Seller will be charged a courtesy re-list fee of \$50.00.
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. Seller will be paid proceeds on a bulk net basis unless otherwise agreed with 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 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). If Copart determines, in its reasonable discretion, that Seller consigned a vehicle to Copart without the bona fide intention to sell, Seller will be charged for storage in accordance with the Copart Member Terms and Conditions (available at [www.Copart.com](http://www.Copart.com)). 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, 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 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 approval from an authorized Copart representative is required to vary the terms hereof. Copart may modify the terms 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. 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 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.