

Big Boyz Toy Box LLC

Consignment and Sales Agreement

Consignor's Name _____ Date _____

Address _____

Home # _____ Work # _____ Cell # _____

Year _____ Make _____ Model _____ Body _____

Color _____ Trim _____ Mileage _____ VIN # _____

Email _____ Fax _____

Agreed Consignment Sales Price \$ _____

1. Terms of the sale:

In consideration of the promise contained herein, the parties agree to the following: You are consigning to Big Boyz Toy Box the vehicle identified on this form which we will offer to sale, subject to the provisions set forth herein. For the services you hereby agree to pay Big Boyz Toy Box LLC a non-refundable consignment fee of \$199.00 upon execution of this agreement and shall not be applied to reduce the charge in the event the vehicle sold.

2. Length of contract:

The length of the contract will be 90 days from the date of execution of this contract. Big Boyz Toy Box LLC has the exclusive right and authority to advertise for sale and to sell the vehicle for this time period or until sold whichever occurs first. The consignor agrees that he or she will refer all sales inquiries to Big Boyz Toy Box LLC who is the entity authorized to negotiate price and terms with the potential buyer.

In the event after 90 days the car does not sell, it will be re-evaluated with the owner and James Cillo. If the owner wants to continue consignment with Big Boyz Toy Box LLC, a non-refundable consignment fee of \$199.00 will be charged for the next 90 days.

3. Insurance:

The consignor agrees to keep the vehicle fully insured from the time of receipt by Big Boyz Toy Box LLC custody, in the amount of the agreed price. Big Boyz Toy Box LLC will not carry insurance on your vehicle but will be responsible for reasonable care of the vehicle. Big Boyz Toy Box LLC will not be responsible for any mechanical failures or malfunctions that happen to the vehicle during the contract period. It is recommended that the consignor notifies their insurance company that the vehicle is for sale at Big Boyz Toy Box LLC.

4. Drivers

Only James Cillo, as an agent of Big Boyz Toy Box LLC will be permitted to move and drive the consignor’s vehicle. The vehicle’s owner grants permission for James Cillo to drive the consignor’s vehicle to the appropriate places in the display area. The consignor’s insurance will be the only insurance.

5. Vehicle title

The consignor will deliver a free and clear title to Big Boyz Toy Box LLC with 48 hours of notification from the time of the sale.

6. Indemnification

The consignor agrees to indemnify and defend Big Boyz Toy Box LLC from and against claims, liabilities and expense in connection with the sale of the consignor’s vehicle.

7. Cancellation/Early Termination:

Consignor fees will not be refunded for cancellations or early terminations of this agreement.

8. Ownership:

The consignor warrants the he/she is the rightful owner of the vehicle and have the legal authority to sell the listed vehicle.

Consignor Signature_____Date_____

Big Boyz Toy Box Rep_____Date_____

