

AUCTION CONSIGNMENT AGREEMENT

NAME OF CONSIGNING COMPANY OR INDIVIDUAL _____

STREET ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

CONTACT PERSON # 1 _____

CONTACT CELL: _____ OTHER PHONES: _____

FAX: _____ EMAIL: _____

CONTACT PERSON # 2 _____

CONTACT CELL: _____ OTHER PHONES: _____

FAX: _____ EMAIL: _____

The Consignor commissions **SUPERMAX MOTORS, LLC. VA LIC DLR #32620 of 18 New Life Drive Ruckersville, VA 22968 Phone 434-979-5466** to sell the vehicles uploaded by the Consignor on the auction website, or in an attached list, at public auction.

Consignor agrees that the variable buyer success fee for each unit will be added as a premium to the buyer's invoice and retained by the dealer prior to remitting the net sales proceeds to the Consignor and/or their lienholders.

THE BUYERS SUCCESS FEE IS BASED ON AND IN ADDITION TO THE BID/AGREED PRICE AS FOLLOWS:

- a. Bid/agreed price under \$100,000.00 = Lower of 15% or \$10,000.00.
- b. Bid/agreed price from \$100,000.00 to \$200,000.00 = \$15,000.00.
- c. Bid/agreed price over \$200,000.00 = \$20,000.00.

CANCELLATION BY CONSIGNOR: Should the Consignor decide to cancel or withdraw any listing in this auction, for any reason, before the first bid is place, there is no responsibility to SuperMax Motors, LLC.

Notice of withdrawal shall be given by email to mail@supermaxmotors.com

Once the first bid is received, the auction shall go forward and SuperMax Motors, LLC will be entitled to the full success fee from the from the buyer if the reserve is met and/or a bidder and Consignor agree on a different price for the vehicle. This right shall last for a period of 90 days from the end of the auction.

SUPERMAX MOTORS, LLC TO PROVIDE A LIST OF COVERED BIDDERS ON EACH AUCTION VEHICLE: The Auction will provide the Consignor with a list of names and addresses of all bidders on each vehicle the Consignor lists within 24 hours of the end of the auction. There is no responsibility to pay SuperMax Motors, LLC if a listed bidder buys a vehicle from the Consignor other than the one they bid on in the auction.

IF CONSIGNOR COLLECTS ANY FUNDS DIRECTLY FROM A BIDDER ON A VEHICLE WHICH THEY BID ON: If, for any reason, the Consignor and/or their lienholder(s) should directly collect all or part of the proceeds from a listed bidder on a vehicle upon which that bidder bid, the Consignor shall be absolutely legally responsible to collect and remit an amount equal to the full success fee to the Auction within 48 hours of collection of any funds. In the event the success fee is not remitted to SuperMax Motors, LLC will be entitled to recover all costs of collection, including attorney's fees and through appeals, provided the direct collection from the bidder occurs within 90 days following the end of the auction.

CONSIGNOR'S RIGHT TO USE VEHICLE: Bidders will have a twenty-one-day window during which to obtain financing to complete the transaction. The Consignor shall have absolute right to use the vehicle as they see fit during this time. When the buyer has obtained the financing and is ready to close the sale, the buyer will be allowed to do a final inspection of the vehicle. The bidder may, at their sole discretion, withdraw from the sale at the end of the inspection. No compensation is due the Consignor should the bidder withdraw. If the bidder does not withdraw, bidder shall complete the funds transfer to SuperMax Motors, LLC who will complete the sale with the assistance of the buyer and Consignor. The buyer shall then take possession of the vehicle from the Consignor.

CONSIGNOR'S RESPONSIBILITY TO OBTAIN TITLE: The Consignor certifies that they are the owner of the vehicles attached hereto, and have good title to, and the right to sell the same and that the vehicles and titles listed will be delivered free from all liens and encumbrances upon receipt of the net proceeds by the seller and/or the lienholders of the vehicle. The Consignor agrees to accept all responsibility for providing merchantable title. Upon final and complete payment and possession by the buyer, the Consignor shall begin the process of obtaining title. Consignor must deliver a perfected and lien-free title to SuperMax Motors, LLC within 30 days. SuperMax Motors, LLC will complete the required paperwork and deliver title to the buyer within 5 business days of its receipt by hand or overnight delivery.

AUCTION RIGHT TO SELL: The Consignor appoints SuperMax Motors, LLC as their true and lawful agent, with authority to act on the Consignor's behalf. The auction has full and complete authority to sign odometer disclosure statements, title documents, and auction invoices, or any other documents as required on Consignor's behalf with regard to any and all motor vehicles owned by Consignor or their dealer agent, which are sold by SuperMax Motors, LLC at or above the auction reserve price. Consignor will indemnify and hold auction harmless from all losses or expenses incurred by Consignor as a result of the Auction acting as Consignor's agent pursuant to this agreement. This includes, but is not limited to, all expenses and attorney fees through appeals, incurred by the auction. Any and all disputes will be under the court jurisdiction of Greene County, Virginia.

AUCTION RIGHT TO ADD OR DELETE: The auction reserves the right to add other consignors to the auction and to offer these consignments in any order, at their sole discretion. The auction reserves the right to delete and/or remove from the auction any item consigned, at their sole discretion.

The above is agreed to by the Consignor and the owners of any vehicle they represent as indicated below:

(X) _____

Authorized Consignor Signature

Date _____

Requested Auction Date _____