



Things Needed for Consignment Cars at JTCC

1. Title at time of consignment
2. Any, and all Paperwork that goes with the car
3. Copy of Drivers License
4. All Consignment Paperwork Signed



Name: _____ Contact Number: _____
Date: _____ Email: _____
Address _____
Description of Vehicle: Year _____ Make _____ Model _____
VIN#: _____

I/We, _____, (hereinafter the “owner”) do hereby admit on consignment the above described vehicle.

In accepting vehicle for consignment, owner shall pay Just Toys Classic Cars (hereinafter “JTCC”) \$0.00 for listing of the above vehicle as long as the vehicle is sold by JTCC.

This agreement is good until said vehicle is sold.

If the vehicle has not been sold and more than 180 days have passed and owner decides not to renew for another 6 months and decides to cancel the listing with JTCC, there will be a fee assessed of \$150 per month for the time the car is in JTCC possession for marketing, detailing, and representing your vehicle with our exclusive JTCC marketing program. If for any reason the vehicle is picked up within the six month period, there will be a \$1,500 fee assessed. One day constitutes a month.

Upon successful sale of said vehicle, JTCC will pay the owner the price they agreed upon of \$ _____ and JTCC keeps anything over and above desired amount.

Vehicle Consignment Advertising Agreement

It is the current owner’s responsibility to immediately remove any and all advertising that they have currently running including prepaid or contracted or family and friends that may be advertising as well. If any personnel from JTCC find any form of advertising other than JTCC authorized advertisement, current owner will be given 1 warning and asked to remove the advertisement within 5 business days. If advertising is not removed then owner will be asked to pick up the said consigned vehicle and the owner will be responsible for a \$2,500 penalty. Owner will also reimburse JTCC for all listing and marketing costs expended by JTCC related to the subject vehicle. Partial months count as full months.

Vehicle Consignment Condition Agreement

All vehicles consigned by JTCC must be free of any issues that would affect the operation of the vehicle including but not limited to: any form of fluid leaks, flat tires,

and bad batteries. If any problems occur after the car has been consigned by JTCC it is the owner's responsibility to have the problems fixed. However, JTCC can fix any problem in house for a labor rate of \$125/Hour plus parts. If owner has JTCC fix the problems in house, owner must pay JTCC within 10 days of the repair.

Vehicle must arrive with no less than car show quality condition (if not sure what that is please call for details 407-251-7335). Vehicle must arrive detailed bumper to bumper or there will be a minimum of \$300.00 detail fee due at signing of agreement.

Vehicle Re-Consignment Agreement

If a vehicle reaches the 6 month period and has not sold at that time, the owner and JTCC will evaluate the above vehicle in consignment to determine whether any changes should be made to the price of the vehicle. At the end of the 6 month term owner has the right to pick the vehicle and pay the \$150 per month that the car is in JTCC possession. If this is not done within 10 days of the expiration date, agreement will be rolled over on a month to month basis until vehicle is sold. Dollar amount to consignee will be discussed and or adjusted and confirmed via email.

Disbursements

Once you have been notified that your vehicle has been sold we will contact you for your bank information. You will be paid the agreed upon contract price or any changes made verbal or written, or email, or text to reflect the agreed upon monies you will receive within 60 days of receipt of full payment from the buyer (weekends and holidays not included) or within 60 days of receiving your bank information, whichever happens last.

Vehicle Consignment Insurance Agreement

It shall be understood that JTCC will not be held responsible for any loss or damage to cars in case of a fire, theft, or any other cause beyond JTCC's control. Owner agrees to carry insurance on their vehicle and will hold JTCC harmless in the event of an insurance loss. Owner gives JTCC the right to drive said vehicle to car shows for additional advertising and exposure.

Choice of Law, Venue and Enforcement

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. Any lawsuit based on, arising out of, or related to this Agreement may be brought only in a court of competent jurisdiction located in Orange County in the State of Florida. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of attorneys' fees as well as any fees spent litigating the amount of fees after a finding of entitlement.

Authority of Signor

The person signing as owner of this vehicle represents that they have full and complete title to this vehicle and have the authority to consign the vehicle.

Signature of Owner:

Date:

Signature of Dealer:

Date:

Dealer # VI/1081056/1

2000 Principal Row Orlando, Fl. 32837

Phone: 407-251-7335 **Fax:** 407-264-8234

Payment shall be made in Cash, or Wire Transfer. No personal checks.

*JTCC reserves the right to accept or decline all vehicles presented to us for consideration of consignment or sale.

Florida law imposes a requirement on a dealer to have a duly assigned title or reasonable indicia of ownership in their possession from the time of acquiring a vehicle until the time of disposing of such vehicle. The common consignment sale practice of merely turning over possession of the vehicle while the consignor/seller holds title is unlawful in this state. Thus, in order for a dealer to stay out of a potentially damaging situation whereby the dealer sells a vehicle that has been consigned, later to discover that the seller refuses to transfer title, the Department permits consignment sales only if the dealer has a secure power of attorney from the owner to the dealer, signed by the seller, which would enable the dealer to process the title after the sale, accompanied by a written consignment agreement that spells out the conditions and obligations of each of the parties in the consignment. The dealer will also need a power of attorney to apply for a duplicate title and assign the title on behalf of the owner. In the cases where there is a lien on a vehicle to be consigned, the dealer must also have in their possession a copy of the front and back of the title and a secure power of attorney. In a consignment arrangement, the Department holds the dealer responsible for transferring the title to the purchaser within the time frame specified by law. Failure of a dealer to exercise due caution in this regard can potentially jeopardize the status of the dealer's license. The dealer should complete an odometer statement at the time the vehicle is taken in for consignment sale.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES – DIVISION OF MOTORIST SERVICES
SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

(Date)

I/We hereby name and appoint, _____, to be my/our
(Full Legibly Printed Name is Required)

lawful attorney-in-fact, to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

CHECK ONE: **Motor Vehicle** **Mobile Home** **Vessel**

Year	Make/Manufacturer	Body Type	Title Number
Vehicle/Vessel Identification Number			

NOTICE TO OWNER(S): COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

UNDER PENALTIES OF PERJURY, I/WE DECLARE THAT I/WE HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

(Signature of **Owner** "Grantor") _____
(Legibly Printed Name of **Owner** "Grantor")

(Driver License, Identification Card or FEID Number for **Owner**) _____
(Date of Birth for **Owner**, if applicable)

(**Owner's** Address) _____ (City) _____ (State) _____ (Zip)

(Signature of **Co-Owner** "Grantor," if applicable) _____
(Legibly Printed Name of **Co-Owner** "Grantor," if applicable)

(Driver License, Identification Card or FEID Number for **Co-Owner**) _____
(Date of Birth for **Co-Owner**, if applicable)

(**Co-Owner's** Address) _____ (City) _____ (State) _____ (Zip)

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the **buyer only** or the **seller only**. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; **or**
- (b) the title is lost.

NOTE: A licensed dealer and his/her employees are considered a single entity.

Check your local phone book government pages or visit the following website for current mailing addresses:
<http://www.flhsmv.gov/offices/>



Authenticity Affidavit

I/We, _____, do hereby admit that the following detailed description of the vehicle below is accurate to the best of my knowledge as the current owner and no one at Just Toys Classic Cars cannot be held accountable or responsible for information that I have listed below if proving to be untrue.

Year: _____ Make: _____ Model _____

Signature of Current Owner: _____

Date: _____

Signature of Dealer: _____

Date: _____

Dealer # VI/1081056/1

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