

Weissach Autohaus LLC

Broker Services Agreement

This agreement is made on _____ (date) between Weissach Autohaus LLC and _____ (herein referred to as Vehicle Owner).

Phone _____ Email _____

Subject Vehicle:

Year: _____ Make: _____ Model: _____

VIN: _____ Mileage: _____

Selling Price: \$ _____

Weissach Broker Selling Price Commission: _____ % (varies with vehicle)

Whereas Vehicle Owner wishes to sell the subject vehicle by consigning the vehicle to Weissach Autohaus LLC for sale, it is understood that:

I. Weissach Autohaus LLC agrees:

- a. to photo, advertise, promote the selling of and store the subject vehicle for a minimum period of 60 days (commencing 7 days after completion of PPI) at no cost to the Vehicle Owner (subject to Para II.d).
- b. to make every attempt to obtain the Selling Price for the vehicle and forward all received offers to Vehicle Owner.
- c. that, should a sale be effectuated, Weissach Autohaus LLC will forward buyer's check to the Vehicle Owner in the amount of the full sale price within 7 calendar days of receipt.

II. Vehicle Owner agrees:

- a. to leave the vehicle in possession of Weissach Autohaus LLC for a minimum period of 60 days (as defined above) to allow Weissach Autohaus LLC adequate time to promote and sell the vehicle.
- b. that vehicle will be delivered in a clean and detailed condition or to make arrangement for such services to be provided by Weissach Autohaus LLC.

c. to provide proof of current registration and insurance, title ownership and lien information on the vehicle.

d. to pay a \$350 early cancellation fee if the vehicle is removed prior to completion of the 60 day period noted above.

e. to a Pre-Purchase Inspection (PPI) of the vehicle to be performed by Daniel Jacobs LLC, payable to Weissach Autohaus LLC. The Vehicle Owner also agrees to pay for the PPI with the understanding that the PPI results will be owned by Vehicle Owner and also presented to prospective buyers by Weissach Autohaus LLC. PPI cost is \$250 for 1996 and newer cars; \$450 for 1995 and older cars (requires a leak down test be performed).

f. that, should a sale be effectuated, Vehicle Owner will pay Weissach Autohaus LLC its due Broker's Commission (as specified in this agreement) as a percentage of the final sale price. Commission payment is due at time of Vehicle Owner's receipt of buyer's check.

g. that Weissach Autohaus LLC provides no warranty or guaranty on vehicle as a result of this Agreement.

III. Miscellaneous

a. Weissach Autohaus LLC and Vehicle Owner may agree to one or more extensions of this Agreement.

b. From time to time, Weissach Autohaus LLC and Vehicle Owner may mutually agree to written revisions to the Selling Price of vehicle.

IV. Example of Net Value to Vehicle Owner (not including PPI and other agreed upon services provided)

At Selling Price:

\$ _____ (Selling Price) x _____ % = \$ _____ (Commission)

\$ _____ (Selling Price) - \$ _____ (Commission) = \$ _____ (Net Value)

V. Severability

Each of the provisioning included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision or provisions. Further, if any provision is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between such provision and any applicable law or public policy, such provision shall be redrawn to be valid and enforceable to the extent required for such provision to be consistent with such law or public policy.

VI. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut as though made and to be fully preformed within said State.

VII. Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the Parties unless made in writing and signed by each Party.

Weissach Autohaus LLC

Signature _____ Date _____

By: Phil Cracco

Title: General Manager

Vehicle Owner

Signature _____ Date _____

By: _____
(Print Name)