

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: _____

Agreed to List Price: \$ _____

_____ Minimum Selling Price \$ _____

OR

_____ Minimum Net Value to Vehicle Owner \$ _____

Weissach Broker Selling Fee: _____ % of the selling price (N/A if using Minimum Net Value)

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 respond to all potential buyers on the subject vehicle for a minimum period of 60 days.
- b. to make every attempt to obtain the maximum selling price for the vehicle and forward all received offers to Vehicle Owner.
- c. that, should a sale be effectuated, Weissach Autohaus LLC will arrange for buyer's payment to be made directly from buyer to the Vehicle Owner by bank check or wire transfer at Vehicle Owner's discretion. Payment will be for the full selling price of the vehicle.

II. Vehicle Owner agrees:

- a. to allow Weissach Autohaus LLC a minimum period of 60 days to promote and sell the vehicle.
- b. to provide proof of title ownership and lien information on the vehicle.
- c. to pay Weissach Autohaus LLC \$250 for listing and promoting the vehicle. This fee is at contract signing and is fully refunded upon completion of sale of the vehicle.
- d. to pay a \$250 early cancellation fee if the vehicle is removed prior to completion of the 60 day period noted above.

e. that, should a sale be effectuated, Vehicle Owner will pay Weissach Autohaus LLC its due Broker Selling Fee (as specified in this agreement) as a percentage of the final sale price or the amount in excess of the Minimum Net Value. Payment is due at time of Vehicle Owner's receipt of buyer's payment.

f. 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 if sold at initial Minimum 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)