

Owners, Proprietors and/or Lessees of the property located at 9239 Cleveland Rd, Clayton NC:

The Finch-Lee House, The Pavilion at Finch-Lee, McLemore Farms LLC, DMLee LLC

FSBO Corner

CONSIGNMENT VEHICLE SALES WAIVER

This Consignment Vehicle Sales Waiver ("Waiver") is made and entered into as of the date signed below by and between:

Consignor: (Seller's Name) _____

Consignee: DMLee LLC dba The Finch-Lee House, etc.

Vehicle Description: (Year, Make, Model, VIN) _____

1. Acknowledgment of Consignment

The Consignor acknowledges that they are the legal owner of the above-described vehicle and have the authority to enter into this agreement. The Consignee agrees to act as an intermediary to sell the vehicle on behalf of the Consignor under the terms outlined herein.

2. No Guarantee of Sale

The Consignee makes no guarantees regarding the sale of the vehicle, including but not limited to, the price, timeframe, or interest from potential buyers. The Consignor acknowledges that market conditions may affect the likelihood of a sale.

3. Vehicle Condition and Liability

The Consignor affirms that the vehicle is free from undisclosed liens, encumbrances, or legal disputes. The Consignee is not responsible for any mechanical issues, damages, or defects in the vehicle, whether known or unknown, at the time of consignment. The Consignor agrees to indemnify and hold harmless the Consignee from any claims, losses, or disputes arising from the vehicle's condition.

4. Limited Liability

The Consignee is not responsible for any loss, theft, damage, or depreciation of the vehicle while it is in their possession. The Consignor is encouraged to maintain their own insurance coverage on the vehicle throughout the consignment period.

5. Pricing and Commission

The Consignor and Consignee agree that the sales price of the vehicle is at the sole discretion of the consignor. The Consignee shall receive the sum of \$25 per day (or partial day) that the vehicle is on site at 9239 Cleveland Rd, Clayton, NC. A calendar day - from midnight to 11:59 pm - will define "day" as it pertains to full or partial days on site.

6. Termination and Retrieval

This agreement may be terminated by either party with written notice. If the vehicle is not sold, the Consignor is responsible for retrieving the vehicle within 1 day of termination. Any storage fees beyond that period will be the responsibility of the Consignor.

7. Governing Law

This Waiver shall be governed by and interpreted in accordance with the laws of North Carolina in the United States. Any disputes shall be resolved in the appropriate jurisdiction.

8. Parking / Consignment / On Site Rules

Only the registered vehicle should be parked in your spot, and it should be parked with extremely limited artwork, gaudy window decals, window paint, window markers, balloons, flags, pennants, or other additions meant to market the vehicle. One flyer or window sticker stuck to a window (like you see at a dealership) is allowed. The windshield may also display the year of the vehicle and the price, but this information should cover no more than 1/4 of the windshield. If a vehicle is parked without registering, it will be towed at the consignor's expense. If a vehicle is left without a way to contact the owner, it will likewise be towed at the consignor's expense.

9. Acknowledgment and Agreement

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms and conditions set forth in this Waiver.

Consignor (Seller):

Signature: _____

Printed Name: _____

Date: _____

Consignee (Business Representative):

Signature: _____

Printed Name: _____

Date: _____