

**ADDITIONAL TERMS TO
CONSIGNMENT AND SALES AGREEMENT**

1. **Consignor is required to have and is solely responsible for ALL insurance coverage while vehicle is in the possession of Consignee and shall hold Consignee harmless from any and all circumstances that may arise while vehicle is in Consignees possession, no matter who may be at fault. Consignor must provide proof and copy of such insurance to Consignee. Initial X _____**
2. Consignor is solely responsible for compliance with all State Emission Control Laws.
3. The maintenance and repair of the vehicle shall be at the sole expense of the Consignor. If mechanical or maintenance work becomes necessary while the vehicle is on the Consignee's premises, Consignee will seek permission from Consignor to complete the necessary repairs.
4. If the vehicle remains unsold or if the vehicle has been sold but not removed from Consignor's premises or is the Consignor or buyer is delinquent in paying storage fees, Consignee may have the vehicle towed and stored elsewhere at Consignor or buyer's expense without prior notice to the Consignor or buyer. Additionally, Consignee may, at any time, request that the vehicle be removed from Consignee's premises upon 48 hour notice to the Consignor.
5. Consignor hereby promises to indemnify, defend (with counsel acceptable to Consignee) and hold harmless Consignee, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable attorney's fees and all other expenses, actually incurred and paid, incident to any claim by any third party in connection with any automobile taken by Consignee on consignment, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification agreement shall survive the termination of this agreement.
6. In the event formal litigation is required, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred. Any claim made that cannot be resolved shall be adjudicated by the American Arbitration Association. The Consignor and Consignee hereby waive their right to a trial in the matter and instead agree to binding arbitration through the American Arbitration Association in San Diego, California.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
8. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter contained herein and supersedes all prior agreements and understandings between them with respect thereto. There are no agreements, representations, warranties, or statements, whether oral or in writing, with respect to the subject matter of this Agreement except as expressly set forth herein.