

Consignor Agreement

^ Owner agrees under the terms of this contract that Owner will not sell, or cause to be sold, all or any part of the vehicle listed for sale as part of this agreement, to any person, firm, or corporation except through Owner's selling Assistant. If the Owner transacts one or more sales of said vehicle(s), whether private or public, from the date of contract signing, and extending fourteen (14) days post auction if run on an eBay Auction, Owner agrees to pay TuttoTrading the selling assistant a commission in cash equal to 7% of the gross selling price. The owner hereby gives Tom Kumbera, (dba) Tutto Trading / KumberaMotors.com, the exclusive right to auction or otherwise market and sell vehicle listed under this agreement for the prescribed duration of time noted on the Inventory listing agreement.

^ Owner warrants that Owner is the sole and only owner of any and all vehicles listed under the terms of this agreement. Owner further warrants that he or she has the exclusive right to sell said vehicle(s), and has clear title in Owner's name to provide to buyer upon payment.

^ Owner agrees that if a consigned vehicle is pictorially featured in any seller's assistant authorized auction or advertising that said vehicle CANNOT be withdrawn and must complete ebay auction.

^ Sellers assistant Tom Kumbera, (dba) Tutto Trading / KumberaMotors.com, agrees to provide auction management services necessary to promote buyer participation.

^ Owner agrees in return to pay the listed per vehicle, non-refundable, consignment fee in support of the auction listing effort, as well as the established, per vehicle, cumulative commission rate to Seller's assistant Tom Kumbera for auction services rendered (see rates & fees). Consignment fees are not credited against commissions, and commissions are charged only if the consigned vehicle is sold.

^ The seller's assistant Tutto Trading reserves the right to lower the commission in order to sell a vehicle with the Owner's net figure being unchanged.

^ Owner agrees to pay full commission on actual final selling price at and above reserve amount.

^ Owner assigns seller's assistant Tom Kumbera and his attorney's proxy for the singular purpose of executing all instruments of every nature necessary or convenient to the performance of this agreement.

Owner further agrees that it will be Owner's exclusive responsibility to arrange for the final transfer of vehicle titles to the winning purchaser(s). Selling Assistant will help advice with paperwork.

^ All checks or wire transfers shall be made from the Buyer to the Seller unless agreed or requested by seller or buyer while completing sale. The seller's assistant will invoice Owner for balance of post-auction consignment and commission fees. Owner agrees to remit all fees to the eBay trading assistant within Five (5) working days of close of Sale or Vehicle Payment made. All balances past due twenty (20) days from date of sale will incur an additional financing charge of 5% which Owner agrees to pay in addition to all original auction fees.

^ Owner agrees and consents to the sale of his or her vehicle(s) subject to the terms, conditions and commissions as stated herein and or contained in the rates and fees schedule, purchase invoice, and bill of sale. Owner agrees to rely only upon the Buyer for payment, thereby releasing Selling Assistant Tom Kumbera, (dba) TuttoTrading / KumberaMotors.com, from any and all legal obligation for collection, attorney fees, or any costs and/or expense connected with the vehicle sale. The Owner maintains full authority to reclaim and resell any items not paid for. In consideration for the waiver of the Selling assistant's commission on property for which payment has not been made, Owner agrees to accept responsibility for reclaiming said property wherever it is located.

^ Owner agrees that Selling Assistant Tom Kumbera, (dba) Tutto Trading / KumberaMotors.com, shall have no liability for loss, theft or damage of any type to the vehicle, its contents or components at any time. Owner further agrees to save selling assistant Tom Kumbera, his agents and employees harmless from any claims for personal injury and property loss or damage arising out of this transaction. Owner shall maintain his or her own insurance. The selling assistant provides no such insurance and is not an insurer of any vehicle or other article offered for sale.

^ Owner represents that all of the Owner's statements and claims with respect to consigned vehicle(s) are true and correct to the best of Owners knowledge, and Owner has not withheld

from disclosure any known or unknown material problems, flaws or discrepancies. In the event, prior to the conclusion of auction, that any of Owners statements or claims are proven to be false, eBay trading/ selling assistant Tom Kumbera, (dba) Tutto Trading / KumberaMotors.com, reserves the right to conclude the auction early, and allow all auction participants to rescind their bids without penalty. Owner agrees that Owner, not eBay trading assistant Tom Kumbera, (dba) Tutto Trading / KumberaMotors.com, is responsible for Owner's property until sale transfer of said property is completely transacted.

^ This agreement is not subject to cancellation without the written agreement of both parties.

^ No amendment or modification of this agreement will be effective unless in writing and signed by or emailed by both parties.

^ This agreement is not subject to cancellation without the written agreement of both parties.

^ Warranties and representations herein made shall survive the closing of this transaction.

^ If any provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

^ Jurisdiction/Venue-Governing Law: All parties expressly agree that this contract shall be construed under the substantive laws of the state of Illinois, and that the state courts of Illinois shall have exclusive jurisdiction over any action brought to enforce the terms of this contract, or over any action arising out of the underlying transaction(s) with Tom Kumbera, (dba) Tutto Trading / Kumberamotors.com, and venue may be had in the Mc Henry County Court system of the state of Illinois