



# CONSIGNMENT FORM

**\*PLATES AND REGISTRATION STICKERS WILL BE DESTROYED, PLEASE REMOVE\***

IAA cannot guarantee vehicle will not be forked\*

CUSTOMER INFORMATION	
SELLER NAME	SPID # / Seller Contact Name
ADDRESS	CITY/STATE/ZIP
PHONE 1 (OFFICE / CELL)	PHONE 2 (OFFICE / CELL)
MINIUM BID	FEDERAL TAX ID / SSN (if not already in system)
VEHICLE INFORMATION	
YEAR	MAKE
MODEL	COLOR
VIN	
MILEAGE _____ <input type="checkbox"/> ACTUAL <input type="checkbox"/> EXCEEDS <input type="checkbox"/> NOT ACTUAL <input type="checkbox"/> INOPERABLE DIGITAL DASH <input type="checkbox"/> OTHER _____	STATE _____ <input type="checkbox"/> CLEAR <input type="checkbox"/> REBUILT <input type="checkbox"/> SALVAGE <input type="checkbox"/> FLOOD <input type="checkbox"/> OTHER _____
<input type="checkbox"/> KEYS <input type="checkbox"/> RUN & DRIVE <input type="checkbox"/> STATIONARY START <input type="checkbox"/> STARTS WITH JUMP <input type="checkbox"/> WON'T START	
VEHICLE DAMAGE CODE INFORMATION (Seen, Unseen or Repaired: check all that apply)	
<input type="checkbox"/> ALL OVER <input type="checkbox"/> BOTH SIDES <input type="checkbox"/> ELECTRICAL <input type="checkbox"/> ENGINE BURN <input type="checkbox"/> ENGINE DAMAGE <input type="checkbox"/> EXTERIOR BURN <input type="checkbox"/> FLOOD <input type="checkbox"/> FRAME <input type="checkbox"/> FRESH WATER <input type="checkbox"/> FRONT END <input type="checkbox"/> FRONT & REAR <input type="checkbox"/> HAIL <input type="checkbox"/> INTERIOR <input type="checkbox"/> LEFT FRONT <input type="checkbox"/> LEFT & RIGHT SIDE <input type="checkbox"/> LEFT REAR <input type="checkbox"/> LEFT SIDE <input type="checkbox"/> MECHANICAL <input type="checkbox"/> REAR <input type="checkbox"/> REPOSSESSION <input type="checkbox"/> RIGHT FRONT <input type="checkbox"/> RIGHT REAR <input type="checkbox"/> RIGHT SIDE <input type="checkbox"/> ROLL OVER <input type="checkbox"/> ROOF <input type="checkbox"/> SALT WATER <input type="checkbox"/> STORM DAMAGE <input type="checkbox"/> STRIPPED <input type="checkbox"/> SUSPENSION <input type="checkbox"/> THEFT <input type="checkbox"/> TOTAL BURN <input type="checkbox"/> TRANSMISSION <input type="checkbox"/> UNDER-CARRIAGE <input type="checkbox"/> UNKNOWN <input type="checkbox"/> VANDALIZED <input type="checkbox"/> OTHER _____ <input type="checkbox"/> MISSING PARTS _____	
VEHICLE AIRBAG STATUS	
<b>DRIVER</b>	<b>PASSENGER</b>
<input type="checkbox"/> INTACT	<input type="checkbox"/> INTACT
<input type="checkbox"/> DEPLOYED	<input type="checkbox"/> DEPLOYED
<input type="checkbox"/> MISSING	<input type="checkbox"/> MISSING
<b>DRIVER SIDE</b>	<b>PASSENGER SIDE</b>
<input type="checkbox"/> INTACT	<input type="checkbox"/> INTACT
<input type="checkbox"/> DEPLOYED	<input type="checkbox"/> DEPLOYED
<input type="checkbox"/> MISSING	<input type="checkbox"/> MISSING
<b>OTHER</b> _____	
<input type="checkbox"/> INTACT	
<input type="checkbox"/> DEPLOYED	
<input type="checkbox"/> MISSING	
<b>All bids are finalized by 8:00 PM the day of sale. It is <u>YOUR</u> responsibility to contact our office to finalize the sale before that time. After that time, IAA cannot guarantee the sale of the vehicle even if the bid has been approved.</b>	
Signature	SALE PROCEEDS <input type="checkbox"/> MAIL CHECK <input type="checkbox"/> PICK-UP CHECK FROM BRANCH
<b>FOR TERMS AND CONDITIONS, SEE REVERSE SIDE.</b> I confirm that I have thoroughly read and agree to be bound by the IAA Vehicle Consignment Form's Terms and Conditions, which are incorporated into this agreement. The IAA Vehicle Consignment Form's Terms and Conditions can be found on the back of this form, in any US located IAA branch or on IAA's website at <a href="http://www.IAAI.com">www.IAAI.com</a> .  _____ SELLER SIGNATURE / DATE	<b>**INTERNAL USE ONLY**</b> STOCK # _____ SALE DATE _____ OLD STOCK # _____ BUYER # _____ SALVAGE PROVIDER # _____
_____ COMPANY NAME / TITLE	



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## IAA VEHICLE CONSIGNMENT FORM TERMS AND CONDITIONS

1. Seller appoints Insurance Auto Auctions, Inc. or its subsidiaries, parents, or affiliates ("IAA") as its Agent to sell the vehicle and authorizes the sale of the subject vehicle.
2. Seller shall pay all fees, whether the vehicle sells or not, and agrees to pay any cost of collection (including collection agency fees and/or court costs and attorney's fees) in the event of Seller's failure to pay all fees.
3. If the minimum bid is not obtained, Seller consents to IAA re-running the vehicle for a maximum of two additional runs through the auction for a Re-run Fee for each run after which Seller must cancel its assignment, pay a cancellation fee, and remove the vehicle from IAA's premises within one business day after the sale day. If vehicle is not removed, IAA shall be entitled to charge a storage fee of a minimum of \$40 for each day the vehicle remains on IAA's lot. Vehicles will be considered abandoned if not removed from IAA premises within 60 days.
4. IAA shall remit vehicle sale proceeds to Seller, minus applicable Seller fees, no sooner than seven business days and no later than twenty-one business days from the date IAA receives payment from the purchaser.
5. Seller represents and warrants that (a) Seller is the sole registered and legal owner of this vehicle, and (b) title to the vehicle is valid, transferable and unencumbered by any and all liens, including but not limited to title liens, UCC financing statements, PMSIs, and state, municipal, or local taxes, tickets, fines, and/or court judgments.
6. Seller represents and warrants that all vehicle information provided is complete, accurate, and not misleading.
7. "Shill bidding" is the placing of a fake or fraudulent bid by a seller on his/her own auction item to, among other things, inflate the final price, especially where the seller does not intend to actually purchase the item. Shill bidding harms the credibility of the auction process. Furthermore, Shill bidding is illegal in many places and can carry severe penalties. Accordingly, Customer/Seller may not, directly or indirectly, bid at IAA's auctions on any of Customer/Seller's Vehicles (as defined in this Agreement) or the Vehicles of Customer/Seller's providers or clients (or anyone whom Customer/Seller is in contractual privity with regarding Vehicle claims or services). Furthermore, Customer/Seller may not use a proxy or straw buyer (including, but not limited to, employees, officers or agents, customer, contractors, family, friends, or any third-party) to accomplish a shill bid, and may not direct or request any of the foregoing to place a shill bid on a Vehicle at IAA's auctions. A breach of the covenants contained in this subsection shall be deemed a material breach of the Agreement, and IAA's terms and conditions. IAA reserves any and all rights and remedies related to a breach of this subsection.
8. Seller shall maintain insurance on the subject vehicle and waives and releases any and all claims against IAA for damage that occurs to the subject vehicle while being held for sale, including damage due to the negligence of IAA or a third party, vandalism, theft, flood, fire, criminal act or theft, or any act of God. Risk of loss of the vehicle remains with the seller.
9. Seller represents that all component parts are original, except as noted herein, and that the vehicle contains no stolen parts. If the vehicle has been repaired, Seller represents the repairs comply with applicable law and has passed inspection if required. Seller has not "staged" the vehicle or undertaken commercially unreasonable repairs for the purpose of making the vehicle appear to be in a materially better condition. All repair receipts have been provided to IAA if required by applicable law.
10. Seller shall indemnify, defend, and hold harmless IAA from and against any claims, demands, lawsuits, or liabilities (including freight and attorney's fees and costs) arising from or related to the sale of this vehicle, including but not limited to its condition, title, mileage, history, or components, or any misrepresentation, concealment or omission of facts by Seller.
11. Seller represents that no vehicle identification numbers have been tampered with, replaced, or altered on the subject vehicle.
12. Written authorization of the parties shall be required to vary the terms hereof.
13. IAA shall not be liable to Seller for consequential, special, incidental, indirect, punitive, exemplary, or other damages of any kind (including lost revenues or profits, loss of business or loss of data) even if IAA is advised beforehand of the possibility of such damages. Seller agrees that the liability of IAA and its subsidiaries, officers, agents, employees, and affiliates arising from or related to this agreement shall not exceed the fee Seller paid to IAA to consign this vehicle for sale.
14. With the sole exception of IAA's enforcement of its rights to defense and indemnity under Paragraph 10 of this Agreement, any dispute arising out of or related to this Agreement shall be settled exclusively by arbitration, conducted before an arbitrator in Cook County, Illinois and administered by the American Arbitration Association in accordance with the rules of the American Arbitration Association. The cost of the arbitration shall be split evenly between the parties, and the arbitrator shall have the right to award fees and costs to the prevailing party as deemed appropriate in the arbitrator's sole discretion.
15. If any term or provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

I confirm that I have thoroughly read and agree to be bound by the IAA Vehicle Consignment Form's Terms and Conditions which are incorporated into this agreement. The IAA Vehicle Consignment Form's Terms and Conditions can be also be found at any US located IAA branch or on our website at [www.IAAI.com](http://www.IAAI.com).

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SELLER INITIALS / DATE