



1809-FTL



Miramar Venture Partners, LLC  
 d/b/a Gateway Classic Cars of Fort Lauderdale  
 4020 NW 126th Ave.  
 Suite 108  
 Coral Springs, FL 33065  
 Phone: 954-800-6223  
 Email: [fortlauderdale@gatewayclassiccars.com](mailto:fortlauderdale@gatewayclassiccars.com)

**MOTOR VEHICLE CONSIGNMENT AGREEMENT**

This Motor Vehicle Consignment Agreement (hereinafter referred to as the "Agreement") is entered into by and between Miramar Venture Partners, LLC d/b/a Gateway Classic Cars of Fort Lauderdale (the "Consignee"), and \_\_\_\_\_ (Name of Consignor or Consignors (the "Consignor")) effective as of \_\_\_\_\_ (the "Date of Consignment").

Consignor's Information:

Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_  
 County \_\_\_\_\_ Country United States Home Phone \_\_\_\_\_  
 Email \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Consignor and Consignee (sometimes referred to herein as the "Parties") agree to consign the below described Vehicle according to the following terms and conditions:

Description of the Consigned Vehicle (the "Vehicle"):

Stock #	Year	Make	Model	Mileage	Vehicle Identification #
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1. **Net Amount.** The Consignor will set an initial net amount for the sale of the above stated vehicle. This amount is also referred to as Net-to-Owner. The initial amount shall be set forth as \$40,000.00. It may be lowered anytime during the contract period or renewal period in writing by Consignor. Once the Net-to-Owner is lowered, it may not be raised. The forms of written communication accepted but not limited to are Email, Text Messages, Facsimile, or other forms of written confirmation. The Consignee may elect to bring any offer to the Consignor for approval to finalize a deal. Any amount earned over the Final written agreed to Net-to-Owner amount will be retained by Consignee as Commissions. Once the agreement has been finalized, then the Consignee may elect to sell the Vehicle for any amount over the new written agreed to Net-to-Owner amount and retain any and all monies above the Net-to-Owner amount as earned Commissions.

INITIALS – Primary: \_\_\_\_\_ Secondary (if applicable): \_\_\_\_\_

2. **Duration.** The term of this Agreement is from the Date of Consignment set forth above to 11:59 PM Pacific Standard Time on \_\_\_\_\_. The term of this Agreement shall be automatically renewed for successive 90-day terms unless and until Consignor or Consignee elects to terminate the term of this Agreement in writing, such termination notice must be delivered to the other party(s) before the applicable renewal period commences and must be made in writing. After termination for any reason, there shall be a Seven (7) day grace period for Consignor to remove the Vehicle. Thereafter, a storage fee of \$200.00 per month will be assessed and owed by Consignor to Consignee, and this storage fee will accrue monthly until the vehicle is paid in full and released to the Consignor. Consignor may terminate the term of this Agreement prior to the end of the initial term or any renewal term by paying Consignee a termination fee equal to twice the commissions based upon the Net Amount. Once the outstanding balance due is paid in full, then the Consignor may take possession of the Vehicle.

3. **Duration Extension.** Consignee has the absolute sole right to extend the contract beyond the duration period set forth in section 3 only if the Consignee secures a deposit and/or an executed Vehicle Purchase Agreement before the duration period expires. If a deposit and/or executed Vehicle Purchase Agreement is received, then this contract shall remain in full force for 15 business days for the Consignee to complete the sale. In the event the sale is terminated for any reason, the Consignee shall notify the Consignor and the Consignor shall have 7 days to remove the vehicle or the contract will automatically renew under section 2.



- 4. **Contract Survivorship.** This Agreement shall survive any death(s) of the Consignor(s) while this Agreement is in full force. The surviving Consignor or heir(s) of the Consignor(s) will fulfill this Agreement and agree to obtain a title or transferable registration in his/her/their name. Original paperwork may be required like a death certificate.
- 5. **Repairs and Detailing Expenses.** No repairs or detailing shall be performed by Consignee nor charged to Consignor without Consignor's express written permission in advance. All repairs and detailing expenses, if any, shall be deducted from the net amount due to Consignor under paragraph 1, Net Amount. If the consigned Vehicle is not sold during the term of this Agreement, Consignor agrees to pay repair or detailing expenses that were agreed upon, in writing, signed by the parties, before the release of the Vehicle. Consignor shall in no event take possession of the Vehicle if there is any monetary amount owed to Consignee under this section.
- 6. **Title Certificate.** Consignee will hold the title certificate or a copy of both sides of the original title certificate for inspection by the necessary individuals or parties during the period of consignment, and the title reassignment by the owner portion of the original title certificate will not be signed until the Vehicle is sold.
- 7. **Advertisement.** Consignor gives Consignee complete authority and permission to advertise, market, display and sell the Vehicle. Consignee reserves the right, but is not obligated, to advertise the Vehicle whenever and wherever Consignee deems fit, in its sole and complete discretion. Any images, photographs, descriptions, videos, write-ups, or depictions of the Vehicle are the property of Consignee and cannot be copied, repeated, or used in any manner, either presently or in the future, by Consignor without the express written permission of Consignee.
- 8. **Right to Sell.** During the term of this Consignment, Consignee has the exclusive right to sell the Vehicle at or above the Net Amount, without further consultation with Consignor. Consignee reserves the right, in its sole and absolute discretion, to set the sticker price or actual selling price. Consignor agrees not to solicit buyers for the Vehicle, to discontinue any advertisements for the Vehicle, and to refer all potential buyers to Consignee. Any attempt by Consignor, during the duration of the consignment, to sell the Vehicle is a breach of this Agreement. If Consignor sells the Vehicle during the Consignment or the twelve (12) month period after termination of the Consignment to any individual who was introduced to the Vehicle through Consignee, or because the Consignor solicited buyers directly or through advertisements without referring them to the Consignee during the period of Consignment, then Consignor agrees to pay Consignee the Commissions due hereunder being the amount of asking price minus the Net-To-Owner as agreed in this Agreement or a minimum of \$3,500 plus \$1,000 in liquidated damages, within 15 days of the sale, whichever is higher. Any cost of collection by Consignee, including legal fees and costs will be borne by the Consignor.
- 9. **Continued Right to Display the Vehicle.** Upon Consignee releasing the Vehicle to Consignor per this Agreement, Consignor gives Consignee permission to continue to display the vehicle through its website and on-line, for 15 months (the "Continued Display Period"), or until Consignee's right to continue to display the Vehicle is terminated in writing delivered to Consignee by Consignor. Consignee is under no obligation to continue to display the Vehicle during the Continued Display Period, and Consignor may terminate Consignee's right to continue to display the Vehicle for any reason during the Continued Display Period and agrees to notify Consignee and terminate the right to continue to display the Vehicle if Consignor sells the Vehicle or no longer owns or has the right to sell the Vehicle. If a lead for the Vehicle is generated by Consignee during this Continued Display Period, then Consignee will notify Consignor of the lead and if Consignor is interested in pursuing the lead then the Parties may enter into a new Consignment Agreement and Consignee shall execute such new and updated disclosures and related paperwork as required by Consignee and redeliver the Vehicle and title to Consignee for sale pursuant to the new Consignment Agreement.
- 10. **Opt in & Consent for Electronic Messaging.** By initialing, Consignor agrees to opt in for electronic communication from Consignee. Consignor may opt out of the electronic communication by replying "STOP". By receiving electronic communication, the Consignor may incur data charges from his/her/their phone carrier. The Consignor will use his/her/their phone number and email as ways to access the data.

INITIALS (optional) – Primary: \_\_\_\_\_ Secondary (if applicable): \_\_\_\_\_

- 11. **Fuel, Oil, Fluids.** Consignee is not responsible to maintain the level of fuel, oil or fluids in the Vehicle. Consignor must bring in the Vehicle with a Quarter (1/4) of a tank of gas or 5 gallons to comply with local municipal fire codes. Consignor will be charged for fuel, oil, or other fluids if added to the Vehicle.
- 12. **Representations and Warranties by Consignor:**
  - A. **Ownership:** Consignor represents and warrants that he/she/they are the rightful owners of the Vehicle or have the authority to sell the Vehicle. Consignor agrees to not encumber the Vehicle with any loans during the contractual period.
  - B. **Registration:** Consignor represents and warrants that the Vehicle is properly registered.



- C. **Vehicle Identification Number:** Consignor represents and warrants that he/she/they have inspected the VIN number on the Vehicle and that it matches the VIN number depicted on the title.
- D. **Odometer Disclosure Statement:** Consignor further warrants that it will provide Consignee a completed and signed odometer disclosure statement and other documents necessary to transfer the ownership of the vehicle to the Purchase in the event of Sale.
- E. **Mileage:** The customer warrants that the mileage of the Vehicle is actual  or that the actual mileage of the Vehicle is unknown .

INITIALS -- Primary \_\_\_\_\_ Secondary (if applicable): \_\_\_\_\_

- F. **Title:** Consignor warrants that he/she/they has title and full power to dispose of the Vehicle and that the Vehicle is free and clear of all liens except:

_____	_____
_____	Account Number
_____	_____
Name and Address of Lien Holder	Outstanding Balance

- G. **Vehicle Condition:** Consignor represents and warrants that the Vehicle complies with all emissions and safety requirements, that the Vehicle is road worthy and mechanically safe for the next owner, and that the Vehicle meets any and, all warranties implied by law, including but not limited to any implied warranty of merchantability and any implied warranty of fitness for a particular purpose.  
Any misrepresentation by Consignor constitutes a breach of this Agreement.
- 13. **Indemnification.** Consignor represents and warrants that all statements made to Consignee, in this Agreement or any supporting documents, are true and accurate. Consignor agrees to indemnify, defend, and hold harmless Consignee from any and all claims, disputes, damages, charges, causes of action, fines and penalties, including any costs or fees (including but not limited to all legal costs and attorney's fees) incurred by Consignee, and including but not limited to any amount paid by Consignee, If Consignee buys the Vehicle back including as a remedy under any state or federal law, relating to or arising out of any misrepresentation made by Consignor or arising out of or related to any implied warranty, whether intentional or not, and including but not limited to any third-party claims or actions, Consignor agrees to reimburse the Consignee for the buy back, plus all costs including legal.
- 14. **Transfer of Title.** Consignor agrees to deliver good, clear title to Consignee within 72 hours of being notified of sale. If the title is in the possession of a lien holder, Consignor authorizes Consignee to obtain the title directly from the lien holder and to pay the amount owed on such lien out of the proceeds from the sale of the Vehicle. If the Consignor fails or refuses to deliver the title, Consignee may terminate this Agreement, apply for a lost title to be issued in the name of the buyer or Consignee, or pursue any other available remedies. Consignor agrees to bear all costs and fees (including attorney's fees) incurred by Consignee hereunder, and Consignee reserves the right to deduct such costs and fees from any amounts due to Consignor pursuant to this Agreement.
- 15. **Power of Attorney.** Consignor irrevocably appoints Consignee as Consignor's true and lawful Attorney-in-Fact, coupled with an interest, for executing a Certificate of Title and all other documents that are necessary and proper to transfer good title to the purchaser upon the sale of the consigned vehicle pursuant to this Agreement.
- 16. **Temporary Removal of the Vehicle.** During the duration of the consignment, Consignor shall not remove the Vehicle from the showroom without the prior written consent of Consignee. In the event the Vehicle is removed during the Consignment and not promptly returned, that will constitute a breach of the Agreement, and Consignor agrees to pay Consignee twice the Commissions (Asking price minus the Net-To-Owner), plus any and all legal costs including but not limited to attorney's fees.
- 17. **Return of the Vehicle.** Unless waived in writing by Consignee, Consignor must bring his/her account current with Consignee prior to retaking possession of the Vehicle. Consignor will not be allowed to remove the Vehicle until all amounts due under this Agreement are paid in full. Consignor agrees to provide Consignee at least 24-hour notice of Consignor's intent to retake possession of the Vehicle and must retake possession of the Vehicle within seven (7) days after the termination of the Agreement. If Consignor fails to retake possession of the Vehicle within this time frame, then a storage fee of \$200 per month shall be charged to the Consignor. If Consignor fails to retake possession of the Vehicle within six (6) months after this Agreement is terminated then the parties agree that Consignor has abandoned the Vehicle and Consignee may sell the Vehicle and retain all sales proceeds, or otherwise dispose of the Vehicle.



- 18. **Release of Liability.** Consignor releases Consignee from any and all liabilities arising out of or related to any damage to the Vehicle, including but not limited to damage to the body, paint, mechanical systems (including the drive train), electrical, structural or otherwise, incurred while the Vehicle is in the possession of Consignee or otherwise, and including any damage incurred while the Vehicle is displayed, advertised or marketed by Consignee, including test drives. Regardless of whether the Vehicle is damaged by Consignee’s employees, customers, potential customers, an Act of God, or otherwise, Consignor agrees to rely solely on its own insurance and resources for repair or reimbursement. Consignor agrees to carry full, complete, and comprehensive insurance on the Vehicle at all times. Failure to maintain and carry insurance satisfactory to Consignee could cause a breach of this Agreement and is entirely at the Consignor’s own risk.
- 19. **Personal Property.** Consignor has removed all personal property, including registration, license plates, and personal information from the Vehicle and agrees to hold Consignee harmless for any missing or damaged items of personal property not removed by Consignor.

INITIALS – Primary: \_\_\_\_\_ Secondary (if applicable): \_\_\_\_\_

- 20. **Minimum Consignment Commission.** The minimum consignment commission retained by the Consignee will be a Seller’s (Consignor) commission of \$2,500.00 or 12.5% of the Sale Price, whichever is greater, and/plus a buyer’s commission of 12.5% from the Sale Price, which shall be referred to and known throughout the document collectively as “Commissions.” Sale Price is the price paid by the buyer of the Vehicle, exclusive of buyer’s taxes, fees, freight, etc. The final Net-To-Owner is determined by deducting the 12.5% Commission from the Buyer plus an additional 12.5% from the Consignor. Consignee is not acting as a broker for the buyer. Consignee’s collection of a buyer’s commission does not create and is not intended to create any agency relationship between the Consignee and the Buyer.
- 21. **Default.** In the event that Consignor breaches this Agreement, defaults in any obligation under this Agreement, or fails to remit any amount owed under this Agreement to Consignee within 30 days of the amount becoming owed, Consignee reserves any and all available remedies and may pursue one or more remedies without notice to Consignor. In addition to any other available remedies and damages, Consignor agrees to pay Consignee 1.5% per month interest on any amount due and owing, plus all costs of and fees incurred by Consignee to enforce the terms of this Agreement, including but not limited to Consignee’s legal costs and reasonable attorneys’ fees.
- 22. **Payments.** When the Vehicle is removed, or the Agreement is terminated, Consignee accepts payments made in cash, cashier’s check or by credit card, but does not accept personal checks. All payments made to Consignor by Consignee will be by company check unless otherwise agreed to in writing. All company checks shall be made payable to whomever is the titleholder of the vehicle.
- 23. **Venue/Jurisdiction/Fees.** This Agreement is entered into in the State of Florida and is governed by the laws of the State of Florida. The Parties agree to be subject to personal jurisdiction in the State of Florida and that the exclusive venue for any claim, action or suit related to this Agreement shall be in Broward County, Florida. In addition to any other remedies, the prevailing party will be entitled to all legal costs including attorney’s fees.
- 24. **Release of Information.** To protect the privacy and interest of all parties, Consignee will not release any information to any individuals or parties without written consent of all, except under court order or in the investigation of criminal activity investigated by Law Enforcement Authorities.
- 25. **Severability.** If any part or provision of this Agreement is declared unenforceable or invalid, the remainder of this Agreement shall survive and continue to be valid and enforceable.
- 26. **Complete Agreement.** This Agreement, along with all addendums including but not limited to Odometer Disclosure Statement, Power of Attorney and/or Vehicle Information Sheet, or other written renewals or amendments hereto executed by all Parties, constitutes the entire agreement between the Parties, and supersedes any and all previous understandings or agreements between the Parties related to the Vehicle. If for any reason this Agreement is held up due to failure of Consignor/s, to execute this Agreement or deliver documents necessary to sell this vehicle, then after Seven (7) days the Consignee may elect to charge the Consignor/s \$200/month until the issues are resolved. Until then the Vehicle will be denoted as a Storage Vehicle in inventory.
- 27. **Authority.** The Parties have read this entire Agreement and agree to be bound by its terms. Any individuals signing below represent and warrant that, if they are signing in a representative capacity, that they have the authority to bind that parties to this Agreement.



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28. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or PDF shall be deemed original signatures.

**Cooperation Agreement.** The Parties agree to cooperate and to execute such further documents as may be necessary to carry out the purpose and intent of this Agreement.

SIGNATURES:

CONSIGNOR(S):

X \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

CONSIGNEE:

Miramar Venture Partners, LLC

d/b/a Gateway Classic Cars of Fort Lauderdale

By:

Date: \_\_\_\_\_

**Return and Release:**

The Vehicle consigned to Consignee by Consignor was returned on \_\_\_\_\_ The Consignor acknowledges receipt of the Vehicle and releases the Consignee from any and all obligations under this Agreement.

CONSIGNOR:

\_\_\_\_\_

Date: \_\_\_\_\_

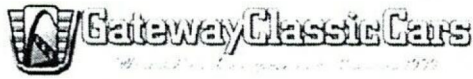
CONSIGNEE:

\_\_\_\_\_

Date: \_\_\_\_\_



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d/b/a Gateway Classic Cars of Fort Lauderdale  
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Email: fortlauderdale@gatewayclassiccars.com

### POWER OF ATTORNEY

Stock #: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN: \_\_\_\_\_

Know all men, By These Presents,

THAT, \_\_\_\_\_, whose address is \_\_\_\_\_ and telephone number is \_\_\_\_\_

does hereby make, constitute, and appoint Miramar Venture Partners, LLC and its Employees ("Appointee") as his/her/their lawful attorney in fact, to sign all papers and documents required to secure and execute the sale, transfer and registration of the above mentioned vehicle.

This Power of Attorney extends to obtaining the title directly from a lien holder upon payment of the loan balance amount.

\_\_\_\_\_ expressly grants permission to Miramar Venture Partners, LLC and its Employees, with a telephone number \_\_\_\_\_ to obtain all information on the vehicle including transferring and or releasing the title by mail, courier, or any other means to Appointee or its employees, upon payment of the balance amount owed on this vehicle.

~~\_\_\_\_\_~~ \_\_\_\_\_  
Signature | Date



1809-FTL

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
**POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER**

Please submit this form to your local tax collector office or license plate agent.

<http://www.flhsmv.gov/locations/>

As of today, \_\_\_\_\_, I/we hereby name and appoint, \_\_\_\_\_,  
(Full Legibly Printed Name is Required)

to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign heir name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Please check only one of the following options:

- Motor Vehicle
- Mobile Home
- Vessel
- Vessel with an Untitled Trailer  
*(Trailers less than 2,000 pounds)*
- Vessel with a Titled Trailer  
*(Trailers 2,000 pounds or more)*

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)

**NOTICE TO OWNER(S):** Please complete this form in its entirety prior to signing.

**Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.**

Legibly Printed Name of Owner ("Grantor")		Signature of Owner ("Grantor")	
Driver License, Identification Card or FEID Number of Owner		Date of Birth of Owner, if applicable	
Owner's Address	City	State	Zip Code
Legibly Printed Name of Co-Owner ("Grantor"), if applicable		Signature of Co-Owner ("Grantor")	
Driver License, Identification Card or FEID Number of Co-Owner		Date of Birth of Co-Owner, if applicable	
Co-Owner's Address	City	State	Zip Code

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.



**CONSIGNMENT ARBITRATION AGREEMENT**

**THIS CONSIGNMENT ARBITRATION AGREEMENT IS INCORPORATED INTO AND  
MADE AN EXPRESS PART OF THE CONSIGNMENT AGREEMENT AND  
ALL OTHER AGREEMENTS AND CONTRACTS  
PERTAINING TO THE CONSIGNMENT OF YOUR VEHICLE**

In this Arbitration Agreement (“Agreement”), the term “you” refers to the Consignor(s) signing below. The terms “we” and “Consignee” refer to Miramar Venture Partners, LLC, doing business as GATEWAY CLASSIC CARS. Hereinafter, “you” and “we” are each a “Party” and collectively referred to as the “Parties.” The term “Vehicle” refers to the following:

Stock No.	Year	Make/Model	VIN
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Subject to the laws of the state in which the consignment agreement was consummated, the Parties hereby agree that by signing this Agreement, the Parties agree to submit any “Dispute” to binding arbitration before the American Arbitration Association. The term “Dispute” is defined as any disagreement, controversy, or claim arising from or relating to the consignment, negotiations, sale, purchase, maintenance, repair, or condition of the Vehicle. The term “Dispute” includes, but is not limited to, all disagreements or claims arising out of the Consignment Agreement, and any question regarding whether a matter is subject to arbitration.

A “Dispute” does not include: (a) a claim related to your issuance of a check that is not honored by your bank; (b) a claim related to your failure to provide good title to the Vehicle; (c) a claim related to your misrepresentation concerning the amount remaining due on any loan secured by a lien on the Vehicle; (d) a claim relating to the possession, repossession, or replevin of the Vehicle; or (e) a claim relating to actions to enforce this Agreement.

By agreeing to arbitrate, you and we agree to give up the following rights: (1) the right to have any Dispute resolved in a court of law, (2) the right to a jury trial, (3) the right to participate in a class action lawsuit, (4) the right to recover attorneys’ fees, and (5) the right to seek or recover punitive, consequential, or incidental damages.

You and we agree that any Dispute will be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the Consumer Related Disputes Supplementary Procedures by a single arbitrator who is a retired judge or practicing attorney in the county in which the Consignee is located. The arbitration shall take place in the county in which the Consignee is located. The Party filing the initial claim shall pay the AAA filing fee. All costs of arbitration incurred after the claim has been filed and the fee paid by the filing party (including but not limited to the fees and costs to serve, administer, investigate, and arbitrate the Dispute) shall be shared equally by the Parties and shall not be otherwise apportioned by the arbitrator.

For any matters that are not subject to arbitration, YOU AND WE WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AND FURTHER WAIVE ANY RIGHT TO A TRIAL BY JURY. This means all non-arbitrable matters shall be tried by the court without a jury.

An award by the arbitrator shall be final and binding on the Parties to the proceeding. Either Party may enter judgment on the award in any court in the county in which the Consignee is located, however, no fees or costs related to the entry of judgment on the award shall be awarded to either Party. This Agreement shall survive the termination or expiration of the Consignment Agreement. Nothing in this Agreement shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or delete any provisions of the Consignment Agreement.





If a Dispute is arbitrated, you and/or we will continue to have the following rights, without waiving this Agreement as to any Dispute: (1) right to file bankruptcy in court; (2) right to enforce the security interest in the Vehicle, whether by repossession or through a court of law; (3) right to take legal action to enforce the arbitrator's decision; and (4) right to request that a court of law review whether the arbitrator exceeded his or her authority.

If either Party to this Agreement files a lawsuit in contravention of this Arbitration Agreement and refuses to voluntarily withdraw such suit upon receiving notice by the other Party of the obligation to arbitrate, then the Party seeking to compel arbitration shall be entitled to reasonable attorneys' fees incurred in compelling arbitration. Notwithstanding the foregoing sentence, the Party who prevails in the arbitration dispute shall not be entitled to an award of its attorneys' fees and costs.

The Parties agree that this Agreement shall be subject to and governed by the Federal Arbitration Act, 9 USC 1, *et seq.* The Parties further agree that if any provision of this Agreement is found to be invalid, the remainder of this Agreement will remain in full force and effect, and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, subsidiaries, affiliates, successors, and assigns.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS CONSIGNMENT ARBITRATION AGREEMENT, AGREE TO BE BOUND BY ITS TERMS, AND UNDERSTAND THE RIGHTS YOU ARE WAIVING.

\_\_\_\_\_  
Consignor Signature

\_\_\_\_\_  
Co-Consignor Signature (if applicable)

\_\_\_\_\_  
Consignor Printed Name

\_\_\_\_\_  
Co-Consignor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Consignee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



### Vehicle Air Pollution Control Statement

Florida Law prohibits the operation, sale, lease, or transfer of title of any automobile or light-duty truck (1975 or newer, 10,000 pounds gross vehicle weight or less) that has been tampered with. "Tampering" means the dismantling, removal, or rendering ineffective of any air pollution control device or system which has been installed on the vehicle by the vehicle manufacturer except to replace such device or system with a device or system equivalent in design and function to the part that was originally installed on the motor vehicle (316.2935, Florida Statutes).

As a motor vehicle dealer licensed to conduct business in the State of Florida, I hereby certify that the following air pollution emission control devices and system of this vehicle, if installed by the vehicle manufacturer or importer, have not been tampered with by me or by my agents, employees, or other representatives. I also hereby certify that I or persons under my supervision have inspected this motor vehicle and, based on said inspection, have determined that the air pollution control devices and systems listed below, if installed by the vehicle manufacturer or importer, are in place and appear properly connected and undamaged as determined by visual observation.

This certification shall not be deemed or construed as a warranty that any air pollution control device or system of the vehicle is in functional condition, nor does the execution or delivery of this certification create by itself grounds for a cause of action between the parties to this transaction.

MAKE:	MODEL:	BODY TYPE:
VIN:	YEAR:	

Transferor's (Seller's) Signature: \_\_\_\_\_

Transferor's (Seller's) Printed Name: \_\_\_\_\_

Transferor's (Seller's) Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Statement: \_\_\_\_\_

Transferee's (Buyer's) Signature: \_\_\_\_\_

Transferee's (Buyer's) Printed Name: \_\_\_\_\_

Transferee's (Buyer's) Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

1975 - 1980 Model Year:

- Catalytic Converter
- Fuel Inlet Restrictor
- Unvented Fuel Cap

1981 or Newer Model Year

- Catalytic Converter
- Fuel Inlet Restrictor
- Unvented Fuel Cap
- Exhaust Gas Recirculation System (EGR)
- Air Pump and/or Air Injection System (AIS)
- Fuel Evaporative Emissions System (EVP)

Stock No. \_\_\_\_\_

Form approved by the Department of Environmental Protection



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Miramar Venture Partners, LLC  
d/b/a Gateway Classic Cars of Fort Lauderdale  
4020 NW 126th Ave.  
Suite 108  
Coral Springs, FL 33065  
Phone: 954-800-6223  
Fax: 800-846-2591  
Email: [fortlauderdale@gatewayclassiccars.com](mailto:fortlauderdale@gatewayclassiccars.com)

SELLER'S VEHICLE INFORMATION SHEET

Created By

Seller's Information

VIN Information

Vehicle Details

Engine Details

Transmission Details

Additional Features/Options

All features and equipment listed herein are in working order.

This vehicle has NOT been wrecked, damaged, flooded, stolen, salvaged, or retitled as any of the these.

I certify that I am the seller of this vehicle, or have durable power of attorney for the seller, and all of the information given is correct and true to the best of my knowledge.

\_\_\_\_\_  
Signature of Seller or Agent for Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Dealer Representative

\_\_\_\_\_  
Date

--- NOTHING FURTHER ---



1809-FTL



Miramar Venture Partners, LLC  
d/b/a Gateway Classic Cars of Fort Lauderdale  
4020 NW 126th Ave.  
Suite 108  
Coral Springs, FL 33065  
Phone: 954-800-6223  
Email: [fortlauderdale@gatewayclassiccars.com](mailto:fortlauderdale@gatewayclassiccars.com)

# LICENSE PLATE CONTRACT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consignor Name

\_\_\_\_\_  
Vehicle Year/Make/Model Stock #

*Both parties are required to initial the statement that is correct and true regarding the above listed vehicle:*

Con. GCC

\_\_\_\_\_ License plates were removed prior to consignment and not present on Vehicle upon arrival.

/  License plates were removed upon consignment and returned to the Consignor.

\_\_\_\_\_ Vehicle was shipped in and license plates were not present.

\_\_\_\_\_ Vehicle was shipped in and license plates were removed and filed.

I agree that the above initialed statement is true regarding the consignment of the Vehicle indicated above.

\_\_\_\_\_  
Consignor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
GCC Employee Signature

\_\_\_\_\_  
Date