

enterprise
FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Town of Eatonville (hereinafter referred to as "CUSTOMER") on this 19th day of August (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited to, Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

[Signature]
Derek James
Finance Director
8/17 2022

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

[Signature]
Angie Gardner
Mayor
August 19 2022

7	6	SWE	2444
AUDIT #			



**STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE**

L# 3090616
T# 546423745
B# 1974688

TITLE NUMBER		VEHICLE/VESSEL IDENTIFICATION #		YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
100995526		1FTRF122X8KE42228		2008	FORD	PK	WHI	4529	
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	
07 07 08	ORT	PRIVATE							
Applicant/Owner's Name & Address TOWN OF EATONVILLE 307 E KENNEDY BLVD EATONVILLE, FL 32751						BIRTHDATE SEX MO. DAY YEAR		RESIDENT Y N ALIEN	CNTY RES.#
								X	17
						1st OWNER FL/DL# OR F.E.I.D.#		2nd OWNER FL/DL# OR UNIT #	
						591023080-01			
VOLUNTARY CONTRIBUTIONS									
AGENCY FEE				TITLE FEE		SALES TAX		GRAND TOTAL	
4.75				29.00		0.00		33.75	
Action Requested: ORIG NEW TITLE					Brands:				
PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER			ODOMETER DECLARATION CERTIFICATION		
	06/20/2008	XX		10 MILES 06/20/2008 ACTUAL			<input type="checkbox"/>		
LIEN INFORMATION		DATE OF LIEN		RECEIVED DATE		FEID # OR FL / DL AND SEX AND DATE OF BIRTH		DMV ACCOUNT #	
ELT		06/20/2008		06/30/2008		381612444-01		201944541	
NAME OF FIRST LIENHOLDER: FORD MOTOR CREDIT COMPANY					SALVAGE TYPE				
ADDRESS ELECTRONIC LIEN									
SELLER INFORMATION					CONSUMER OR SALES TAX EXEMPTION #				
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER HEINTZELMAN'S TRUCK CENTER, INC.									
ADDRESS 2424 JOHN YOUNG PKWY ORLANDO, FL 32804									
DEALER LICENSE NO. VF10013161									
SALES TAX AND USE REPORT					INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$				
TRANSFER OF TITLE <input type="checkbox"/> PURCHASER HOLDS VALID									
IS EXEMPT FROM EXEMPTION CERTIFICATE					INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00				
FLORIDA SALES OR <input type="checkbox"/> VEHICLE / VESSEL WILL BE									
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL									
REASON(S) CHECKED <input type="checkbox"/> OTHER					<input type="checkbox"/> SELLING PRICE VERIFIED				
APPLICANT CERTIFICATION									
I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.									
I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.									
I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.									
I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.									
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.									
Signature of Applicant/Owner					Signature of Applicant/Co-Owner				
HSMV 82041 REVISED 02/08									

7	6	SWE	2444
AUDIT #			



**STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE**

L#	3090609
T#	546417283
B#	1974688

TITLE NUMBER		VEHICLE/VESSEL IDENTIFICATION #		YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR		WT/LENGTH	GVW/LOC
100995124		1FTRF12268KE35468		2008	FORD	PK	WHI		4529	
DATE OF ISSUE MO. DAY YEAR		TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	
07 07 08		ORT	PRIVATE							
Applicant/Owner's Name & Address TOWN OF EATONVILLE 307 E KENNEDY BLVD EATONVILLE, FL 32751						BIRTHDATE SEX MO. DAY YEAR		RESIDENT Y N ALIEN	CNTY RES.#	
						1st OWNER FL/DL# OR F.E.I.D.#		2nd OWNER FL/DL# OR UNIT #		
						591023080-01				
VOLUNTARY CONTRIBUTIONS										
						AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL	
						4.75	29.00	0.00	33.75	
Action Requested: ORIG NEW TITLE						Brands:				
PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER			ODOMETER DECLARATION CERTIFICATION			
	06/20/2008	XX		10 MILES 06/20/2008 ACTUAL			<input type="checkbox"/>			
LIEN INFORMATION		DATE OF LIEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH			DMV ACCOUNT #			
ELT		06/20/2008	06/30/2008	381612444-01			201944541			
NAME OF FIRST LIENHOLDER: FORD MOTOR CREDIT COMPANY						SALVAGE TYPE				
ADDRESS ELECTRONIC LIEN										
SELLER INFORMATION										
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER HEINTZELMAN'S TRUCK CENTER, INC.										
ADDRESS 2424 JOHN YOUNG PKWY ORLANDO, FL 32804										
DEALER LICENSE NO. VF10013161						CONSUMER OR SALES TAX EXEMPTION #				
SALES TAX AND USE REPORT						INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$				
TRANSFER OF TITLE <input type="checkbox"/> PURCHASER HOLDS VALID										
IS EXEMPT FROM EXEMPTION CERTIFICATE						INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00				
FLORIDA SALES OR <input type="checkbox"/> VEHICLE / VESSEL WILL BE										
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL										
REASON(S) CHECKED <input type="checkbox"/> OTHER						<input type="checkbox"/> SELLING PRICE VERIFIED				
APPLICANT CERTIFICATION										
I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.										
<input type="checkbox"/> I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.										
<input type="checkbox"/> I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.										
I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.										
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.										
Signature of Applicant/Owner						Signature of Applicant/Co-Owner				







