

Mailed FedEx

Page 1

Larry Stripling
123 Lakeshore Drive
Apt 743
North Palm Beach, FL 33408
561-324-1102
larry@stripling.net

December 31, 2015

RECEIVED

JAN 05 2016

Governor's Legal Office

Executive Office of
Governor Rick Scott
400 S. Monroe Street
Tallahassee, FL 32399

Dear Honorable Governor Scott.

At the age of 77, I have used the FOI to review records many times. On November 5, and the 16th I hand delivered and mailed a request to the Bureau of Motor Vehicle West Palm., I have read the Sunshine requirements. Also have been trying to review records for a used dealer that sold my consigned vehicle and then used the power of attorney, that the state statutes require the consigner to sign, to apply for a duplicate title. The notary for the dealer, Blue Marlin Motors of Stuart, LLC notarized my signature from a copy of my driver license, without seeing or talking to me. Now there are well over 20 consigners that have lost well over a million dollars because of how the statutes allow the dealer to use the power of attorney to obtain a duplicate title without ever telling the owner.

Because the Bureau of Motor Services has refused my request just to view records, I mailed a request to Enoch J. Whitney at the capitol building with no response. On December 16, I mailed and hand delivered my 3rd request and received an e-mail from Motor Services dated December 18, tell me, that I must make my request to Jennifer Clark, because the records require a black out fee of over \$200.00 for me to just look at the files. Talking to John Binder that also had 2 vehicles sold using the power of attorney form, stated that his attorney has already paid to have copies blacked out.

When does a document sent to a public agency become a public document?

Her Answer. As soon as a document is received by a public agency, it becomes a public record, unless there is a legislatively created exemption which makes it confidential and not subject to disclosure.

Does an agency have to explain why it denies access to public records?

Her answer. A custodian of a public record who contends that the record or part of a record is exempt from inspection must state the basis for that exemption, including the statutory citation. Additionally, when asked, the custodian must state in writing the reasons for concluding the record is exempt.

From the Freedom of Information request that I have made, states the below.

Should you deny my request, or any part of the request, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as requested.

At a visit to the Bureau of Motor Services in West Palm I was able to obtain a few copies related to my complaint. The invoice from Blue Marlin Motors as to purchased the vehicle, the application as to who my vehicle was sold to and one copy of an old inspection report.

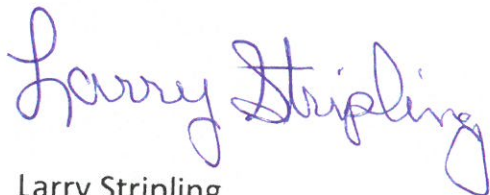
My thoughts are the Bureau of motor vehicles to trying to hid something about the complaints, inspection reports on complaints other things related to Blue Marlin Motors of Stuart, LLC, like who took the required schooling that the state requires before a dealer license is issued. From the state statutes even e-mails are public records.

Why I would like to review everything is. Other people are calling me, that are part of the bankruptcy court and have filed complaints with Martin County Sheriff Department that are part of the fraud case against Craig Danzig that I was told he was the owner/dealer, but never took the state required training. If the dealer is the sole owner he should be required to take the schooling.

On January 14, 2016 we are going to have a meeting of the creditors and many credits have call me to see what really happen to their vehicles. All are very unhappy that the power of attorney was used to replace the title to their vehicle.

Based on the state statues, I am willing to pay with a check for the blackout fees that have not already been paid for.

This is a request for an itemized estimate for all of the files and e-mails related to Blue Marlin Motors of Stuart, LLC. for the year 2015.



Larry Stripling
Larry@stripling.net
561-324-1102

CC: Jennifer Clark
Public Records Coordinator

CC: Teresa Pedroso
Field Supervisor

**Request record review under Florida State Statues.
Freedom of Information Chapter 119**

Larry Stripling
123 Lakeshore Drive
Apt 743
North Palm Beach, FL 33408
561-324-1102
larry@stripling.net

Department of Motor Vehicles Hand Delivered on 11/05/2015
Bureau of Motorist Services
West Palm Beach, FL

Dear Sirs/ Mesdames.

Pursuant to Article I, section 24 of the Florida Constitution, and Chapter 119, F.S., I am requesting an opportunity to inspect or obtain copies of public records that for any records that are in your files related to the operation of a auto dealer call Blue Marlin Motors, located at 4260 S.E. Federal Hwy, Stuart, FL.

Should you deny my request, or any part of the request, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as requested.

I will contact your office within 24 hours to discuss when I may expect fulfillment of my request. I may also be reached at Larry@stripling.net

Thank you

Larry Stripling
561-324-1102

Larry Stripling
123 Lakeshore Drive
Apt 743
North Palm Beach, FL 33408
561-324-1102
larry@stripling.net

Department of Motor Vehicles Hand Delivered on 12/16/2015 and mailed
Bureau of Motorist Services
West Palm Beach, FL 33407

Re: Freedom of Information Request.

Dear Cathy Coleman:

Pursuant to Article I, section 24 of the Florida Constitution, and Chapter 119, F.S., I am requesting an opportunity to inspect and/ or obtain copies of public records, that are in your files, related to the operation of a auto dealer call Blue Marlin Motors, located at 4260 S.E. Federal Hwy, Stuart, FL

Should you deny my request, or any part of the request, please state in writing the basis for the denial, including the exact statutory citation authorizing the denial as requested.

Please send me an e-mail with the date and time that I can review all the files that are not protected under Florida State Statutes Chapter 119.

Thank you

Larry Stripling
561-324-1102
Larry@stripling.net

Read Message

Previous

Next

Move To

Select One



OK

REPLY

REPLY ALL

FORWARD

DELETE

REPORT SPAM

FULL HEADERS

EXPORT

PRINT

From: Pedroso, Teresa <TeresaPedroso@flhsmv.gov >

[add to contacts](#)

To: 'larry@stripling.net' <larry@stripling.net>

Cc: Buck, Diane <DianeBuck@flhsmv.gov>, Coleman, Cathy <CathyColeman@flhsmv.gov>, Thomas, Ursula <UrsulaThomas@flhsmv.gov>

Date: Friday, December 18, 2015 02:54 pm

Subject: Record Request - Blue Marlin Motors of Stuart LLC VI / 1031901 / 2

Good Afternoon Mr. Stripling,

Per our phone conversation this afternoon I am sending you the information for Jennifer D. Clark, Public Records Coordinator for the Department of Highway Safety and Motor Vehicles.

Her contact information is as follows:

Address

2900 Apalachee Parkway, Tallahassee, FL 32399.

Email address

jenniferclark@flhsmv.gov

Phone Number

850-617-3006

Have a GREAT Day!

Teresa C. Pedroso, C.P.M.

Field Supervisor – Region IX

Department of Highway Safety and Motor Vehicles

Division of Motorist Services

Bureau of Dealer Services

901 Northpoint Parkway

Suite 115 & 116

West Palm Beach, FL 33407

☎ Phone: 561-227-2239

☎ Fax: 561-640-6835

✉ Email: teresapedroso@flhsmv.gov

Attachments: [Text version of this message. \(772B\)](#)

[image001.tif \(1KB\)](#)

Office of the Governor
Notary Section
The Capitol Suite 209

12/29/2015

Larry Stripling
123 Lakeshore Drive
Apt 743
North Palm Beach, FL 33408

Re: Complaint filed against Calleigh Myers Notary # 1386577.

Dear Sir or Madam:

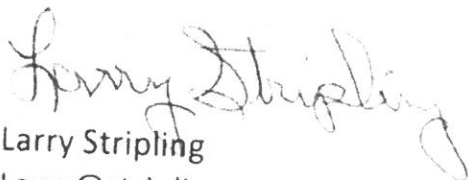
This is a follow up letter about my complaint filed with your department around December 1, 2015.

Because of the actions of Calleigh Myers Notary # 1386577 I have a loss of \$20,000.00. She was a full time employee of Blue Marlin Motors of Stuart, LLC that has filed Bankruptcy and was closed. The dealer also was bonded for \$25,000, but the Trustee for the courts took the bonding money and was told it would go to the IRS.

I have been told that before they will pay anything on the bond, that your office must take action in this matter. Retired and 77 years old I did not need this lost.

The bond that was issued to Ms. Myers stated on old address, that she has not used for around 2 years. Her home address is 1113 S. W. General Patton Terrace, Port St. Lucie, FL 34953.

Under the Freedom of Information state statues I am requesting copies of what is public records about my complaint. Send me an e-mail with the charge amount and I will overnight a check.



Larry Stripling
Larry@stripling.net 561-324-1102

Office of the Governor
Notary Section
The Capitol Suite 209

Larry Stripling
123 Lakeshore Drive
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North Palm Beach, FL 33408

Page 1 of 3

RECEIVED

DEC 04 2015

Governor's Legal Office

Nature of Complaint

On June 12, 2015, I consigned my 1966 Chevrolet Nova Id. # 118376N122852 to Blue Marlin Motors, located at 4260 S. E. Federal Hwy. Stuart, FL 34997. Glen Potts who was the employee that took my consignment and my wife was with me.

Mr. Potts made a copy of my driver license and copies of the consignment agreements at his desk. He gave me copies of everything that I had signed. Calleigh Myers was no where around and if she had asked me to sign a power of attorney to apply for a new title, I would have not signed it, because I had my clear title in hand.

The dealer used the power of attorney, that I did not sign in her present and think my signature was also somehow forgery. It looks like my signature, but I did not sign it in front of a notary. My wife was with me and will testify to that.

After doing a FOI with the motor vehicle department, I was able to obtain a copy of the bill of sale of my vehicle sales agreement, stating who my vehicle was sold to, being Jerry G. Gulliotte who lives in Lafayette, LA cell # 337-984-6010. Mr. Gulliotte told me that he viewed the vehicle over the internet and made the deal over the phone. He stated he was never in Stuart, FL at the time of purchased. Enclosed is a copy of the bill of sale showing that Calleigh Myers signed as dealer representative and notarized her own signature and Mr. Gulliotte.

From the FOI request I received 2 copies of the bill of sale dated 6/27/15 with a non matching signature for Jerry Gulliotte. This looks someone is trying to copy other peoples signature.

The real proof is from the consignment agreement, that I signed and was given a copy, it did not have the signature of Calleigh Myers on my copy. What I received from the motor vehicle under a FOI request, did show the completed copy with Ms. Myers signature on it. Done sometime after my wife and I left the dealership.

Mr. Craig operating manager/owner filed for chapter 11 Bankruptcy and was arrested on 11/24/15 by Martin County sheriff department for Grand Theft of property.

Because of Calleigh Myers action I have lost my vehicle and received no payment.

1. enclosed is a copy the power of attorney used to obtain a new copy of my vehicle's title. Supplied by the motor vehicle department.

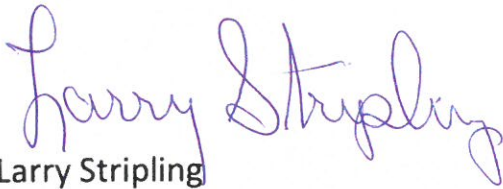
2. Copy of my title still in my name.

3. Copy of consignment listing agreement.

4. Copy of bill of sale that showing that show the notary seal for he own signature and Mr. Gulliotte.

5. Copy of Craig Danzig arrest and booking on 11/24/15 that Calleigh Myers worked and did notary as part of her employment.

6. Copy of owner signature and date page from consignment A shows my copy and B shows what the motor vehicle gave me, showing Ms. Myers signed it after I left the dealership. How did I received a copy without her signature if she was there.



Larry Stripling

123 Lakeshore Drive

Apt. 743

North Palm Beach, FL 33408

Larry@stripling.net

561-324-1102

1

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/offices/

POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

6.12.15
(Date)

I/We hereby name and appoint, CRAIG DANZIG, to be my/our
(Full Legibly Printed Name is Required)

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 or vessel described below, and to print my/our name and sign their 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 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.

CHECK ONE: Motor Vehicle Mobile Home Vessel

Year	Make/Manufacturer	Body Type	Title Number
1966	Chev.	2D	115120598
Vehicle/Vessel Identification Number			
118376N122852			

NOTICE TO OWNER(S): 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.

Larry Stripling Larry Stripling
(Signature of Owner "Grantor") (Legibly Printed Name of Owner "Grantor")

S3Lel.525.38.251.0 7.11.1938
(Driver License, Identification Card or FEID Number for Owner) (Date of Birth for Owner, if applicable)

123 Lake Shore Dr. Apt 743 N. Palm Bch, FL 33408
(Owner's Address) (City) (State) (Zip)

(Signature of Co-Owner "Grantor," if applicable) (Legibly Printed Name of Co-Owner "Grantor," if applicable)

(Driver License, Identification Card or FEID Number for Co-Owner) (Date of Birth for Co-Owner, if applicable)

(Co-Owner's Address) (City) (State) (Zip)

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.

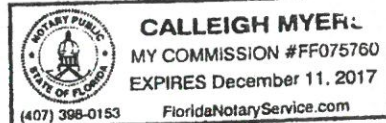
NOTE: A licensed dealer and his/her employees are considered a single entity.

Check your local phone book government pages or visit the following website for current mailing addresses:

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

HSMV 82053 (Rev. 12/11) S

www.flhsmv.gov



true + complete copy of original signed document

Craig

STATE OF FLORIDA

Identification Number 118376N122852 Year 1966 Make CHEV Body 2D WTL BHP 3069 Vessel Regis No Title Number 115120598



Registered Owner: LARRY EUGENE STRIPLING Date of Issue 05/22/2014

123 LAKESHORE DR APT 743 NORTH PALM BEACH, FL 33408

Handwritten signatures and markings in blue ink, including a large 'A' and a signature.

Lien Release interest in the described vehicle is hereby released By Title Date

IMPORTANT INFORMATION

- 1 When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title
2 Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form
3 Remove your license plate from the vehicle
4 See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlntf.html

Mail to: LARRY EUGENE STRIPLING 123 LAKESHORE DR APT 743 NORTH PALM BEACH, FL 33408

CERTIFICATE OF TITLE

Identification Number 118376N122852 Year 1966 Make CHEV Body 2D WTL BHP 3069 Vessel Regis No Title Number 115120598

Lien Release interest in the described vehicle is hereby released

Prev State NC Color BLK Primary Brand Secondary Brand No of Brands Use PRIVATE Prev Issue Date

Odometer Status or Vessel Manufacturer or OH use EXEMPT

Hull Material Prop Date of Issue 05/22/2014

Registered Owner LARRY EUGENE STRIPLING 123 LAKESHORE DR APT 743 NORTH PALM BEACH, FL 33408

1st Lienholder NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Handwritten signature of Boyd Walden

Boyd Walden Director

Handwritten signature of Julie L. Jones

Julie L. Jones Executive Director

Control Number 114602026 6 / 3 114602026

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership Failure to complete or providing a false statement may result in fines and/or imprisonment This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to

Seller Must Enter Purchaser's Name Address Seller Must Enter Date Sold I/we state that this is a 5 or 6 digit odometer now reads (no tenths) miles, date read and I hereby certify that to the best of my knowledge the odometer reading 1 reflects ACTUAL MILEAGE 2 IS IN EXCESS OF ITS MECHANICAL LIMITS 3 IS NOT THE ACTUAL MILEAGE UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here CO-SELLER Must Sign Here Print Here

Selling Dealer's License Number Tax No. Tax Collected Auction Name License Number

PURCHASER Must Sign Here CO-PURCHASER Must Sign Here Print Here

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

VOID IF ALTERED



2

~~#2~~ #3

Blue Marlin Motors USA
 2901 SE GRAN PARK WAY
 STUART, FL 34997
 (772) 678-4300

Consignment Agreement

This is a legally binding contract. Please consult your attorney if you do not understand this document before signing.

Stock#: _____ Fee Received: _____ Check #: _____ Dealer#: _____
 Year: 1966 Make: Chevrolet Model: Nova Color: Black/silver
 VIN: 118376N122852 Indicated Mileage: Exempt

This Agreement/Contract entered on 11 June 15 (Date) by and between Blue Marlin Motors (Dealer) and
Larry Strippling (Owner/Owner) and _____ (Owner/Co-Owner) with the address of
123 Lake Shore Dr. # 743 City: N. Palm Bch State: FL Zip Code:
33408 Home phone #: 561-302-4162 Work phone #: _____ Cell phone #: _____
 Fax #: _____ Email Address: _____

Ownership: The Owner warrants that he/she/they are the rightful owners of this vehicle or have the legal authority to sell it. The Owner agrees to defend Blue Marlin Motors and its employees from any disputes or claims of ownership and agrees to pay and/or reimburse all costs, including legal.

Mileage: The Owner warrants that the mileage on the vehicle is actual _____ or the actual mileage is unknown (initial).

Vehicle Identification Number (VIN): The Owner has inspected the VIN on the vehicle and it matches the VIN depicted on the title.

The Owner understands and agrees they are responsible for the accuracy of all information on this vehicle. Misrepresenting or altering mileage, VINs, or any information or history of the vehicle are potential civil and criminal offenses carrying Civil, State and, Federal penalties. The Owner agrees to defend Blue Marlin Motors from all disputes and charges arising out of any misrepresentation on the part of the Owner, whether accidental or deliberate, and agrees to pay and reimburse Blue Marlin Motors for all costs including all legal costs, judgments, and settlements.

The Owner gives the Dealer complete authority to advertise, display, and sell their vehicle. The Dealer reserves the right to advertise this vehicle anywhere it deems fit for the purpose of sale. Any images, either still or videos will become the property of the Dealer and cannot be used in the present or future without the written consent of the Dealer.

The following terms shall apply:

1. **Length of Contract:** will be 90 days from the signing of this document, to be extended (renewed) for 30-day terms automatically, until either party elects not to renew and the vehicle is removed before the beginning of the next 30 day renewal period. If the vehicle is left in the showroom or on the premises after the termination of this Contract then a storage fee equal to two times the prevailing monthly consignment fee will apply.
 2. **Consignment Fee:** is \$500, due upon Intake of the vehicle. This fee serves to cover the time, labor, and materials used to effectively photograph, video, upload, and monitor your vehicle. Compared to listing your vehicle on each website individually, this represents a significant savings, and includes quality photography and documentation of your vehicle's condition and originality.
 3. **Renewal Fee:** will be \$100 per 30 day period, due and payable within 15 days of issue. No pro rating allowed.
- Consignment and renewal fees are non-refundable.

CUSTOMER SIGNATURE: Larry Strippling DATE: 6-12-15

4. **The Net Amount:** The Owners initial asking net amount from this sale is 20K. This amount is also known as the Net-to-Owner. The Owner may at a later time elect to lower the Net-to-Owner. The Owner may do so by writing or calling in. Dealer may elect to offer the Owner a lower Net-to-Owner. If the offer is accepted by the Owner then this amount will be set as the final Net-to-Owner at the time of sale.
5. **Minimum Sales Commission:** The minimum sales commission will be \$2,000 or 15% of the sales price, whichever is higher.
6. **The Right To Sell:** Dealer has the exclusive right to sell the vehicle at or above the Net-to-Owner amount, without further consulting with the Owner. Dealer reserves the right to set the sticker and the final sale price. Any amount earned over the final agreed-to Net-to-Owner amount will be retained by the Dealer as sales commission. If the Owner agrees to accept the offer then the Dealer can sell the vehicle at any amount over the new agreed Net-to-Owner amount and retain any amount above the Net-to-Owner amount as earned commission.
7. **Delivery and Release of Title:** The Owner will deliver to the Dealer a free and clear title within 72 hours of being notified of sale. If the title is in possession of lien holder, the Owner gives the Dealer the authority and the right to obtain the title directly from the lien holder upon payment of the note. If the Owner refuses or fails to deliver the title, the Dealer will issue a Ten Day Demand Notice to the Owner, in writing, via certified mail. If the Owner still fails or refuses to deliver the title, the Owner gives the Dealer the right to apply for a lost title and issue it in the Dealer's name or the new owner. The Owner agrees to bear the costs of all charges and fees, including legal, to obtain a new title. The Dealer reserves the right to deduct such cost from the Net-to-Owner amount before disbursing the funds to the Owner. All funds will be held by the Dealer and disbursed to the Owner only upon receipt of a good and clear title.
8. **Removal of Vehicle:** While under contract, Owner cannot remove vehicle from the showroom without written consent of the Dealer. Failure to return the vehicle will constitute a breach of contract. The Owner agrees to pay the Dealer up to 3 times the minimum commission amount of \$2000 (total \$6000) to the Dealer plus all collection and legal costs.
9. **Prior to Removing:** the vehicle, even for temporary periods, the Owner must bring his/her account current. Payments must be made with cash or credit card when removing the vehicle. Personal checks will not be accepted. Additionally, the Owner must give the Dealer at least a 24-hour notice. Vehicles cannot be removed in the middle of the contract or Corral/Show days. Please check with our office to avoid any inconveniences. Vehicles can only be picked up, permanently, at the end of the current term The Owner is allowed to pick up the vehicle up to 7 days from the end of the Contract period without additional charges. Vehicles will not be released if Dealer has a signed Vehicle Purchase Contract and/or a security deposit on the vehicle
10. ~~**Early Termination:** If the Owner elects to terminate this agreement and picks up the vehicle before the end of the current term, then the Owner agrees to pay the dealer up to 3 times the minimum commission amount of \$2000 (total \$6000) to the dealer plus all collection and legal costs. The dealer reserves the right to deny release of the vehicle if any commissions or fees remain unpaid under this Agreement.~~
11. **Breach of Contract:** The Owner understands and agrees that the Dealer is the only entity with the right to sell this vehicle during the Agreement period. The Owner agrees not to solicit buyers for this vehicle, to stop all advertisements and to refer all sales inquiries to the Dealer. Dealer is the only entity authorized to negotiate price and terms with the buyer. If the Owner attempts to sell this vehicle while under this Agreement, to any party, then the Owner is in breach of this Contract/Agreement and agrees to pay the Dealer all commissions due under article (4) of this Agreement, regardless of whether the sale was consummated or not. If the Owner sells the vehicle within a 12-month period from the last day of the termination of this agreement to any individual who was introduced to this vehicle through the Dealer, including viewing the vehicle in the Dealer's showroom, then the Owner agrees to pay the Dealer commissions due under Article (4) of this agreement, regardless of the sale price. Violation of any provision of this article will constitute a breach of this Agreement. All monies due under this Agreement will be due and payable immediately.
12. **Default by Owner:** In the event the Owner fails or refuses to pay the Dealer, monies owed under this Agreement within 30 days of the due date, the Dealer reserves the right to sue for collections without issuing a demand notice. The Owner agrees to pay the Dealer, in addition to the monies owed, \$1,000.00 in liquidated damages and all the collection expenses, including attorney's fees and court costs.
- 12 **All Past Due Amounts:** carry a 1.5% per month interest rate.

CUSTOMER SIGNATURE: _____

Harry Strupling

DATE: _____

- 13 **Liabilities:** The Owner releases the Dealer from any liability arising out of any damage to the vehicle including but not limited to body, frame, paint, mechanical systems (drive train included), electrical, structural, or otherwise, incurred during the process of displaying, selling, and including, but not limited to, taking the vehicle for test drives. If the vehicle is damaged or destroyed while in possession of the Dealer by its employees, Owners, visitors or act of God, the Owner will rely on his/her/their own resources and/or insurance carrier for repair and reimbursement. Owner agrees to carry full insurance on the vehicle during the consignment period. Failure to maintain and carry insurance on the vehicle is entirely at Owner's risk.
- 14 **Compliance and Registration:** Owner warrants that their vehicle is properly registered in their respective state and complies with all emission and safety requirements.
- 15 **Release of Information:** To protect the privacy of all clients, Dealer will not release private information to others without the written consent of all parties.
- 16 **This Agreement:** will be interpreted according to the laws of the State of Florida. Suits by either party to settle disputes will be filed in Martin County Court in Florida. The Owner, by signing the Agreement, gives up the right to sue the Dealer in any other venue except as stated herein. The maximum relief to the Owner will be no more than The Net Amount set in Article (3) of this Agreement which will include all legal costs.
- 17 **Survival of this Agreement:** If at any time in any court of law, any part of this Agreement is rendered null and unenforceable, then only that part or portion of the Agreement will be void and the rest of the contract will survive. Dealer's election not to enforce the entire or any part of this Agreement does not constitute surrender of any rights to enforce this Agreement at a later date.

This is the only agreement entered into by the Dealer and the Owner along with the attachments (Vehicle Information Sheet, Florida State Consignment Form, and Power of Attorney). There are no other verbal, implied, or expressed agreements in place.

The Owner has read this entire Agreement and agrees to abide by its terms.

Blue Marlin Motors and Date _____
 Owner Signature and Date Larry Stupley

Return and Release

The Vehicle consigned to the Dealer was returned to the Owner on _____. The Owner acknowledges receipt of the vehicle and releases the Dealer from all obligations under this Agreement.

 Owner Signature and Date



The home of Passion, Performance, and Playtime

Blue Marlin Motors USA
2901 SE GRAN PARK WAY
STUART, FL 34997
(772) 678-4300

Are the numbers matching? (Original Engine and Transmission) YES

NO

List all defects and equipment not working:

All Systems Working

Has the vehicle ever been wrecked, damaged, flood-damaged, flood titled, salvage titled, or a theft recovery? YES

NO

If "Yes," please explain:

Additional Information, including all history, restoration, or mechanical work performed:

Recent Tune-up and Oil Change
Less Than 500 miles Ago

The Seller warrants the above and/or all information given to be correct and true to the best of his/her knowledge.

CUSTOMER SIGNATURE:

Fanny Stuply

DATE:



The home of Passion, Performance, and Playtime

Blue Marlin Motors USA
 2901 SE GRAN PARK WAY
 STUART, FL 34997
 (772) 678-4300

Seller's Vehicle Information Sheet

Stock #: _____ Year: 1966 Make: Chev Model: Nova
 Engine Size: 383 Stroker Cylinders: 8 Transmission: 5 spd
 Rear End: 3:73 Gear Ratio: _____
 Mileage: _____ (Circle ~~one~~ Unknown) Actual Since Rebuilt
 Home Phone: 561-300-4162 Cell Phone: _____ Work Phone: _____
 Email Address: _____
 In-Pocket Price (Net-To-Owner): ADK

Options. Please circle ALL that apply to your vehicle:

Air Conditioning	Cruise Control	Telescopic wheel	Cloth interior <input checked="" type="checkbox"/>
AM Radio Only	GPS	Tilt Wheel	Vinyl interior
AM/FM radio	Heated Seats	Traction control	Leather interior
Cassette	Hub caps	Keyless entry	White walls
CD Player	Lumbar support	Ride control	Wide white walls
Convertible top (Power)	Power brakes <input checked="" type="checkbox"/>	Seat belts <input checked="" type="checkbox"/>	Wire wheels
Convertible top (manual)	Power Steering	Diesel	Radial tires
Glass top	Power locks	Driver airbag	Raised white letters
Targa top	Power seats	Passenger Airbag	Rally Wheels <input checked="" type="checkbox"/>
Retractable hardtop	Power sunroof	Rear airbag	Racing wheels
T-tops	Power windows	Anti-theft System	Bias Ply tires
Manual Sunroof	Anti-lock brakes		Aluminum/Alloy wheels

Other Options Not Listed:

up Grad Stereo - Graphic E.R
5 Spd Tremec
383 Stroker
3:73 Posi
Fresh Tune-up & Oil Change

CUSTOMER SIGNATURE: Harry Stripling DATE: _____

#5

Recent Bookings | Martin County Sheriff's Office

~~ADDRESS: 3595 SW SUNSET TRACE CIRCLE CITY: STUART, Florida 34994
BOOKING NBR: 4302076996 BOOKING DATE: 11/23/15 TIME: 10:55:05
ARRESTING AGENCY: MCS OFFICER: BAKER PLACE OF ARREST: 252 SE ILA ST
INITIAL ARREST DATE FOR THESE CHARGES: 11/23/15
CHARGE: FS*VOP2 VIOLATION OF PROBATION - MISD BOND: NO BOND
EMPLOYER: CHARLIES OCCUPATION: FOOD RUNNER~~

DANZIG, CRAIG BERTIN

RACE: W SEX: M DOB: 03/26/1960 PLACE OF BIRTH: New York

ADDRESS: 5433 SE REEF WAY CITY: STUART, Florida 34997 BOOKING NBR: 4302077020

BOOKING DATE: 11/24/15 TIME: 10:52:58 ARRESTING AGENCY: MCS OFFICER: BAKER

PLACE OF ARREST: 800 SE MONTEREY RD

INITIAL ARREST DATE FOR THESE CHARGES: 11/24/15

CHARGE: FS*832 05(2) MAKE UTTER ISSUE UNDER 150 DOLLARS BOND: 750 00

CHARGE: FS*812.014(2B) GRAND THEFT OF PROPERTY VALUED AT 20000 TO 100000 DOLS

BOND: 450000 00 EMPLOYER: HEALTH AGING INC

OCCUPATION: CAR DEALERSHIP/REAL ESTATE

EXHIBT A

#7 #6

- 13 **Liabilities:** The Owner releases the Dealer from any liability arising out of any damage to the vehicle including but not limited to body, frame, paint, mechanical systems (drive train included), electrical, structural, or otherwise, incurred during the process of displaying, selling, and including, but not limited to, taking the vehicle for test drives. If the vehicle is damaged or destroyed while in possession of the Dealer by its employees, Owners, visitors or act of God, the Owner will rely on his/her/their own resources and/or insurance carrier for repair and reimbursement. Owner agrees to carry full insurance on the vehicle during the consignment period. Failure to maintain and carry insurance on the vehicle is entirely at Owner's risk.
- 14 **Compliance and Registration:** Owner warrants that their vehicle is properly registered in their respective state and complies with all emission and safety requirements.
- 15 **Release of Information:** To protect the privacy of all clients, Dealer will not release private information to others without the written consent of all parties.
- 16 **This Agreement:** will be interpreted according to the laws of the State of Florida. Suits by either party to settle disputes will be filed in Martin County Court in Florida. The Owner, by signing the Agreement, gives up the right to sue the Dealer in any other venue except as stated herein. The maximum relief to the Owner will be no more than The Net Amount set in Article (3) of this Agreement which will include all legal costs.
- 17 **Survival of this Agreement:** If at any time in any court of law, any part of this Agreement is rendered null and unenforceable, then only that part or portion of the Agreement will be void and the rest of the contract will survive. Dealer's election not to enforce the entire or any part of this Agreement does not constitute surrender of any rights to enforce this Agreement at a later date.

This is the only agreement entered into by the Dealer and the Owner along with the attachments (Vehicle Information Sheet, Florida State Consignment Form, and Power of Attorney). There are no other verbal, implied, or expressed agreements in place.

The Owner has read this entire Agreement and agrees to abide by its terms.

Blue Marlin Motors and Date _____

Owner Signature and Date Garry Stupley

Return and Release

The Vehicle consigned to the Dealer was returned to the Owner on _____. The Owner acknowledges receipt of the vehicle and releases the Dealer from all obligations under this Agreement.

Owner Signature and Date _____

A

- 13 **Liabilities:** The Owner releases the Dealer from any liability arising out of any damage to the vehicle including but not limited to body, frame, paint, mechanical systems (drive train included), electrical, structural, or otherwise, incurred during the process of displaying, selling, and including, but not limited to, taking the vehicle for test drives. If the vehicle is damaged or destroyed while in possession of the Dealer by its employees, Owners, visitors or act of God, the Owner will rely on his/her/their own resources and/or insurance carrier for repair and reimbursement. Owner agrees to carry full insurance on the vehicle during the consignment period. Failure to maintain and carry insurance on the vehicle is entirely at Owner's risk.
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The Owner has read this entire Agreement and agrees to abide by its terms.

Blue Marlin Motors and Date _____ 6-12-15

Owner Signature and Date _____ Gary Stupley 6-12-15

Return and Release

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Owner Signature and Date _____

B