

CONSIGNMENT RV SALES

10385 Blackberry Rd. Carthage MO 64836. PHONE (844) 548-0281 FAX (417) 310-9167

The Vehicle Consignment Agreement is made and executed this _____ day of _____ 2018
by and between

CUSTOMER INFORMATION

Agent _____

NAME(S): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ E-MAIL: _____

VEHICLE INFORMATION

YEAR/MAKE: _____

VIN#: _____ Miles _____

Consignor hereby delivers and consigns the Vehicle to be held by Consignee for sale pursuant to the terms of this Agreement. Consignor hereby authorizes the sale of the Vehicle pursuant to the terms of this Agreement.

The agreed upon amount the consignor will receive _____ or other amount mutually agreed upon by the consignor and consignee.

Consignment Only. This Agreement shall not constitute a contract of sale.

Term. Consignee has the exclusive right to sell the unit as long as it is in Consignee's possession. All personal belongings must be removed from the Vehicle before Consignee takes possession of the Vehicle. All items left in the Vehicle after delivery to Consignee becomes property of Consignee.

The following must be presented at the time of consignment.

- ✓ Original title or proof of ownership
- ✓ Lien Information
- ✓ Proof of Insurance
- ✓ Copy of Owner(s) Drivers License
- ✓ Remove License Plates

Consignor Signature: _____ Date : _____

1. **Consignor Representations:** Consignor represents that he/she is the registered owner of the Vehicle subject to no liens, security interest or rights of others except as expressly set forth above. Consignor represents that he/she has the right to transfer his/her title to the Vehicle. Consignor further represents: that the Vehicle has never been in a major accident, causing damage to the Vehicle's frame or other structural components of the Vehicle; the Vehicle has never been in a flood or experienced other events of water damage; that the Vehicle has never been in any natural disaster; that the Vehicle has not failed an emissions inspection in the last twelve (12) months; that the Vehicle has never had a salvage title; that the Vehicle is in good working order.
2. **Payment to Consignor.** Upon completion of the sale of the Vehicle, the net amount due and owing to Consignor from Consignee shall be the amount agreed upon by the consignor. Notice of sale and payment of proceeds shall be made to Consignor within three (3) business days after the date on which the money is received or the transfer of interest in the Vehicle is made. Notification to the Consignor must be given in person or, in the absence of the Consignor, by registered or certified mail addressed to the following address and phone number of Consignor:
3. **Repair, Fuel and Detailing.** Consignor agrees that reasonable charges for repair of Vehicle may be deducted from the Sale Price, or in the event Consignee does not sell the Vehicle during the Term, paid for by Consignor at the end of the Term. If repairs are required during the Term, Consignee shall notify Consignor at the address and telephone number herein provided and shall secure Consignor's approval before work shall be commenced. Any Vehicles on the lot between November 1st and April 1st are subject to winterizing at Consignor's expense. Consignee assumes no responsibility for freeze up or other effects on a vehicle due to extreme cold, including but not limited to; doors and trunks freezing shut, dead batteries, and cylinder failure.
4. **Vehicle Operation.** Consignor hereby authorizes Consignee, its employee(s), agents or any prospective buyer to demonstrate and operate the Vehicle.
5. **Indemnification.** Consignor shall indemnify and hold Consignee and Consignee's agents, sales persons, and affiliated companies harmless from and against any and all claims, demand, suits or judgments, including attorney's fees for defense, arising out of any act or omission of Consignor, including, but not limited to: any loss or damage to the Vehicle by fire, accident, theft, vandalism or any other cause whatsoever while the Vehicle is in the possession of Consignee; any product liability arising from the Vehicle; any claim brought against Consignee for failure to disclose defects or conditions of the Vehicle which are not noted above, or arising from Consignor's breach of this Agreement or from any misstatement, misrepresentation or omission of fact contained in or omitted from this Agreement by Consignor.
6. **Merger Clause.** This instrument embodies the whole agreement of the parties, there are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either those verbal or written between the parties hereto. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties.
7. **Consignor** agrees that the **Consignee** will not be required to divulge the name or address of the actual or prospective third party purchaser. The **Consignee** will not be required to disclose the **Sale Price**, nor will the **Consignee** be required to divulge **Consignor's** name or address.
8. **Release of Liability and Insurance.** I agree to keep my vehicle fully insured for physical loss as well as liability insurance while it is consigned to Consignment RV Sales. In no event shall Consignment RV Sales be liable for any loss or damage to the above described vehicle, including, but not limited to loss or damage from collision, theft, vandalism, flood, wind, fire, or any other type of damage. I agree to this disclaimer and accept full responsibility for any and all loss or damage to my vehicle while it is in the possession of Consignment RV Sales. I further understand that my vehicle may be driven or towed by a prospective buyer or Consignment RV Sales and I agree to release Consignment RV Sales from any and all liability.

CONSIGNOR INITIALS _____

WHAT TO EXPECT WHILE YOUR RV IS ON CONSIGNMENT

You will be notified by the Service Department of any operational concerns found during the consignment service check. You will be responsible to accept or decline the service charges. If repairs are declined by you that the dealership deems as necessary for the representation of an RV in proper working order, the consignment agreement can be nullified and the consignee is responsible for only the service fee.

WHEN THE RV SELLS

1. The dealership will contact you to let you know a deposit has been taken on the unit.
2. It generally takes 1-2 weeks after the buyer submits the deposit before they take delivery of the unit.
3. Once the deposit is accepted and if there is a lien on the title that has a payoff amount greater than the agreed upon reserve the consignor will be required to pay down the lien to an amount under the agreed upon reserve and submit proof of the new payoff amount before the unit can be delivered and proceeds sent to the lien holder.
4. You or the lien holder will be given the check once the dealership has been fully funded by the third party.

Purchase & Payment

This agreement is binding upon consignee securing full payment from third party customer. Payment of proceeds shall be made to Consignor or lien holder within three (3) business days after the date on which the money is received or the transfer of interest in the Vehicle is made. Full payment can take 14 Business Days from time of delivery.

Consignor will be responsible for the authorized repairs completed whether or not the Vehicle is sold.

Consignee agrees that all major appliances are in working order, has a good battery and enough Fuel & LP to test system.

Auto Fuel:

Auto fuel allows consignee to automatically add fuel to the consignor's unit as needed to use the generator and operate the coach. Half a tank is mandatory for proper demonstration of chassis engine and generator. If consignor's fuel drops below a quarter tank, consignee will fuel the coach back up to half a tank full. Consignor is responsible for all fuel costs at date of sale of unit or date of pick-up of consigned unit. I understand and agree to the Auto Fuel.

Appliances Verified:

Refrigerator / Water Heater / Furnace / Range/Oven / Microwave / Air Conditioner / Slide Rooms / Water System Pressure Test / LP System Check Motorized: Check Fluid Levels / Tires Inflated to Spec. Generator Operation / Leveling System.

CONSIGNOR INITIALS _____