



10389 Cimarron Rd, Carthage, MO 64836 PHONE (877) 548-2125 FAX (417) 423-7241

Consignment Contract

This consignment agreement is made and executed this ___ day of _____ 2024, By Agent _____

CUSTOMER INFORMATION

NAME(S): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ E-MAIL: _____ TITLE PRESENT Y / N

VEHICLE INFORMATION

YEAR/MAKE/MODEL: _____

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 is \$_____.
A different amount can be mutually agreed upon by the consignor and consignee.

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

Term. Colaw RV Sales has the exclusive right to sell this unit for a minimum of 90 days. This agreement extends until the consignment is removed from our lot. All personal belongings must be removed from the vehicle before the consignee takes possession of the vehicle. All items left in the vehicle after delivery to consignee become 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) driver's license

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. The vehicle has never been in any natural disaster. The vehicle has not failed an emissions inspection in the last twelve months. The vehicle has never had a salvage title. 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 business days after the date on which funding is received by Colaw RV Sales. 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 the 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. The 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, salespersons and affiliated companies harmless from and against 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, or 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. 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 insure 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 the 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 Colaw RV Sales. In no event shall Colaw 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, catalytic converter theft or any other type of damage. I agree to this disclaimer and accept full responsibility for any loss or damage to my vehicle while it is in the possession of Colaw RV Sales. I further understand that my vehicle may be driven or towed by a prospective buyer or Colaw RV Sales and I agree to release Colaw 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. The consignee is then responsible for only the service fee.

WHEN THE RV SELLS

1. It generally takes 1-2 weeks after the buyer submits the deposit before they take delivery of the unit.
2. 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.
3. You or the lien holder will receive the proceeds once Colaw RV Sales has been fully funded by the third party.

Purchase & Payment

This agreement is binding upon the consignee securing full payment from third party customer. Payment of proceeds shall be made to consignor or lien holder within three business days after the date on which funding is received by Colaw RV Sales.

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

The 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 the consignor's fuel drops below a quarter tank consignee will fuel the coach back up to half a tank full. The 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.

OWNER MUST REMOVE LICENSE PLATES OR THEY WILL BE DESTROYED

CONSIGNOR INITIALS _____