

# CONSIGNMENT CONTRACT

Location: \_\_\_\_\_ Consignment Start Date: \_\_\_\_\_

## Consignor Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Consignee Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Consigned Property Description:

Make/Model: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

Serial Number / VIN: \_\_\_\_\_

Condition (as disclosed): \_\_\_\_\_

## Consignment Terms and Conditions:

### Clause 1 – Appointment and Authority

The Consignor hereby appoints the Consignee as its exclusive agent to sell the consigned property described above (the "Property") on a consignment basis, subject to the terms and conditions of this Contract. The Consignee accepts such appointment and agrees to act in accordance with this Agreement.

### Clause 2 – Term of Consignment

The term of this Consignment Contract shall commence on the Consignment Start Date and continue until the earlier of sale of the Property or termination by either party in accordance with this Agreement.

### Clause 3 – Sale Price and Commission

The Property shall be offered for sale at a price agreed upon by both parties. The Consignee shall be entitled to a commission of \_\_\_\_\_% of the gross sale price, payable upon successful sale of the Property.

### Clause 4 – Duties of Consignee

The Consignee shall exercise reasonable care in the possession, safekeeping, marketing, and sale of the Property, including but not limited to advertising, showing to prospective buyers, and negotiating terms of sale.

### Clause 5 – Duties of Consignor

The Consignor represents and warrants that it has good and marketable title to the Property and that no liens, claims, or encumbrances exist. The Consignor shall provide all necessary documents and disclosures required for lawful sale.

### Clause 6 – Risk of Loss

Risk of loss or damage to the Property shall remain with the Consignor until sale or return of the Property to the Consignor. The Consignee shall maintain reasonable insurance coverage for its own liability in connection with the property.

**Clause 7 – Payment to Consignor**

Upon sale of the Property, the Consignee shall remit to the Consignor the net proceeds of sale (sale price less commission and any authorized expenses) within \_\_\_\_ business days.

**Clause 8 – Expenses**

The Consignee shall be authorized to incur reasonable expenses related to marketing and selling the Property only with prior written consent of the Consignor. Any such expenses shall be deducted from the sale proceeds.

**Clause 9 – Termination**

Either party may terminate this Agreement upon \_\_\_\_ days' written notice to the other party. Upon termination, unsold Property shall be returned promptly to the Consignor at Consignor's expense.

**Clause 10 – Indemnification**

Each party agrees to indemnify, defend, and hold the other harmless from any claims, damages, liabilities, or expenses arising out of breach of this Agreement or negligence.

**Clause 11 – Confidentiality**

Both parties agree to maintain confidentiality of any non-public information obtained during the term of this Agreement and not to disclose to third parties except as required by law or with prior consent.

**Clause 12 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the consignment of the Property and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

**Clause 14 – Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

**Clause 15 – Notices**

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation, addressed to the parties at their respective addresses.

**Clause 16 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 17 – Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right.

**Clause 18 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Clause 19 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically, with all counterparts constituting one agreement.

**Clause 20 – Signatures**

The parties have executed this Consignment Contract as of the date of mutual execution.

**CONSIGNOR'S SIGNATURE**

**CONSIGNEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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