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**Open**

CONSIGNMENT AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Consignor") located at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Consignee") located at \_\_\_\_\_

Consignor and Consignee agree as follows:

1. The Consignor consigns and delivers possession of the following instrument to Consignee: Instrument \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Model # or Serial # \_\_\_\_\_

2. Consignee accepts possession of Consignor's instrument on consignment and will attempt to sell the instrument at a price of no less than \$\_\_\_\_\_. Consignee shall have the final approval of any proposed sale of the instrument. This agreement is effective and valid for 180 days from the date of this agreement. The terms of this agreement are that the Consignee shall return the instrument to the Consignor, or, enter into a new agreement at the termination of this consignment agreement.

3. Consignor warrants that the instrument is free of any physical or mechanical defects except as follows: \_\_\_\_\_

4. Consignee shall be able to collect deposits from buyers toward the purchase of the instrument. Consignee agrees to pay to the Consignor all proceeds due, within 30 days after the date of sale. Consignor agrees that the Consignee will EITHER (A) deduct a commission in the amount of \_\_\_\_\_ % (percent) of the purchase price upon sale of the instrument, OR (B) pay to Consignor \$\_\_\_\_\_ upon sale of the instrument. In this agreement, a "sale" occurs when the Consignee: (i) receives the purchase price, or (ii) when the purchaser takes delivery of the instrument, whichever comes first. Within 30 days after the sale, the Consignee shall make an accounting to the Consignor of the following: (i) date of sale and (ii) final purchase price [if using option "A" above only]. If the Consignee finds a buyer for the subject instrument and the Consignor circumvents or goes around the Consignee in an attempt to avoid payment of the commission to the Consignee, by selling to a customer developed by the Consignee, this will be treated as a sale and the above commission will be due and payable to the Consignee. A sale by the Consignor or any person or firm other than

CONSIGNMENT CONTRACT



1752 S State Route 260, Cottonwood, AZ 86326 Phone: 928-649-8822 email: [dkservice@msn.com](mailto:dkservice@msn.com) website: [www.dksservice.com](http://www.dksservice.com)

By and between D & K Service Cycle & ATV and the 'Unit' owner \_\_\_\_\_ On this date: \_\_\_\_\_

'Unit' refers to motorcycle or ATV or UTV to be sold on consignment by D & K Service Cycle & ATV. 'Owner' refers to the owner(s) printed on the Title belonging to said 'unit'.

Unit to be sold: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ VIN# \_\_\_\_\_

List any additional upgrades: \_\_\_\_\_

Owner's Asking Price in pocket: \_\_\_\_\_

Mechanical Conditions of Consignment Agreement:

Unit owner must provide a clear Title to said unit free of any liens (salvage titles NOT accepted). VIN #'s shall be verified by a D & K Service representative.

The owner agrees to have the unit inspected and general serviced by D & K Service at the expense of the owner. If acceptable recent service documentation is presented the general service can be waived.

Initial Inspection Fee: \$35.00 to be paid upfront by the owner

If the unit requires service, the inspection fee will be included as part of the service at: \$105.00 labor + cost of parts; to be paid upfront by the owner.

If further mechanical problems are identified, it will be the decision of the owner to pay for additional parts and labor to make the unit "sellable" or to cancel this agreement. No refunds on inspection, service or parts.

CONSIGNMENT AGREEMENT FOR SALE OF AUTO BY AUCTION

Agreement made this date:

X

between LOUIS J. DIANNI, Auctioneer and the Consignor:

Table with 2 columns: Field Name and Status (X). Fields include Address, Phone of consignor (cell), Phone of consignor (other), Fax of consignor, and Email of consignor.

Hereafter called "Consignor", and LOUIS J. DIANNI, hereafter called "Auctioneer".

- 1. The Consignor hereby employs the Auctioneer to sell at a public, live and simultaneously live on-line auction...
2. The Auctioneer will prepare the auto to be sold as a lot and will offer the auto for inspection to prospective bidders...
3. The Consignor agrees that any unsold auto is the responsibility of the Consignor...
4. Marketing expenses are incurred by the Auctioneer...
5. The Auctioneer agrees to provide the Consignor with a statement of his items sold at the auction...
6. The Consignor states by consignment of any auto that he has clear title to that item...

Consignor Signature - X Date X
Louis J. Dianni Date X

Consignment Agreement
I hereby agree to consign to Louis J. Dianni, Auctioneer, for sale at a public, live and simultaneously live on-line auction...



Consignment Agreement

THIS AGREEMENT made and entered into on this date, 20\_\_ by and between Sawyer Antique Mall and its designated agent(s) and the seller or consignor of items of property (herein after referred to as "Seller"):

Seller Name: Telephone: Address: Cell Phone:

Terms

It is expressly acknowledged that Sawyer Antique Mall is engaged in the business of transacting sales of works of art, antiques, furniture, rugs, decorative art items, costume jewelry, and fine jewelry as well as other items of household, retail, hotel or office related furnishings and accessories.

Seller represents that they are solely and individually entitled to enter into this agreement authorizing Sawyer Antique Mall the exclusive right to represent and transact the sale of the following item:

ITEMS BEING CONSIGNED ARE DETAILED ON THE ATTACHED LISTS

Consignment Initiation Date: Consignment Termination Date:

Seller represents that at the time of entering into this contract with Sawyer Antique Mall they are the true and lawful owner of the above item, have obtained said item by lawful means, solely have the legal right to authorize its sale, and that the item is free and clear of any and all liens, mortgages, security interests or other encumbrances.

Sawyer Antique Mall - 1 - March 3, 2012

This mindset begins with a thorough understanding of the benefits of a product or service — essentially why someone would need it. After some time asking questions and really listening, you'll have the information you need to deliver a unique presentation that speaks to your prospect's needs.

entirety of the Product is sold and fees have been paid to each Party.GENERAL PROVISIONS: Governing law: This Agreement shall be governed in all respects by the laws of the state of [Insert name of state] and any applicable federal law. Delivery can be made in any manner provided for by the Parties. The steps to complete before an actual sale may vary, but ideally they should edge you closer to this outcome. Under the terms and conditions of this Agreement, the Consignor grants the right to sell the Product to the Consignee. Remember to identify yourself, use your prospect's name, explain why you're reaching out and how your call benefits the prospect and communicate your request. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.Dispute Resolution: If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. DELIVERY EXPENSES. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality.

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