

# Top O Hill Quality R.V. Inc.

Phone No. 503.266.7984 25408 HWY 99E Aurora, OR. 97002

## Exclusive Consignment Agreement

Stock No: \_\_\_\_\_

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at Aurora OR. By and between Top O Hill Quality R.V. hereinafter referred to as "Dealer", and \_\_\_\_\_, hereinafter referred to as "Client", the parties to this agreement, in consideration of the mutual covenants set out herein, regarding a vehicle described as:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ VIN No. \_\_\_\_\_  
License No. \_\_\_\_\_ State \_\_\_\_\_ Length \_\_\_\_\_ Miles: \_\_\_\_\_

CLIENT warrants that he is the registered owner of the vehicle, and that is free of any liens or encumbrance, except

Lien Holder \_\_\_\_\_ Phone # \_\_\_\_\_ Account # \_\_\_\_\_

Upon completion of sale, the net amount due Client from the sale shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) less any costs for repairs or detailing, agreed by Client to fulfill his responsibilities under this agreement.

While this agreement is in effect, dealer has the exclusive right to sell owner's vehicle and the compensation defined here in will be due to the dealer regardless of who buys the vehicle. All Trade-in's and or monies received above this amount shall become the property of the dealer.

The Term of this consignment shall be for 120 days from date of agreement, unless agreed in writing otherwise. This agreement shall remain in effect beyond 120 days if unit is still on the sales lot of Dealer. Client warrants the consigned unit described above has not had major body damage and verifies that the DEQ equipment has not been removed from the vehicle. Dealer will not consign units that have **Branded Titles**. If at any time this unit has been misrepresented to Dealer, resulting in loss, any and all costs including legal & court fees will be reimbursed by the Client. As a service to the Client, the Dealer will provide a "Fitness Report" on the vehicle within seven days of execution of this agreement and will make available to the Client a copy of such report. If major defects are discovered during the Fitness Evaluation, the unit will not be advertised until they are remedied.

Dealer is authorized, on behalf of Client, to qualify and accept the offer of a purchaser, which shall be in accordance with terms of this agreement, and to execute a contract for sale of the subject vehicle. The consignment amount due client may be negotiated, based on current market conditions. In such case the price herein shall be subject to approval of both parties, documented by subsequent written agreement.

Client agrees to deliver subject vehicle at time of consignment in a clean and saleable condition with empty holding tanks, full propane tanks, fully charged batteries, and a full gas tank. If Client is not able to deliver in the above mentioned condition, Dealer is authorized to remedy the shortfall and will be reimbursed by the Client. This amount may be deducted from payoff, or if contract is terminated or lapses, paid directly by the Client. Client acknowledges that any items left in or on the vehicle while on Dealer's lot are included in the sale of the unit. Dealer shall be held harmless for system failures and or damage to said unit while this agreement is in effect.

CLIENT hereby certifies that all systems in this unit are in operable condition and meet State Code Standards, including but not limited to, propane, butane, gasoline, electrical, brakes and other mechanical aspects.

DEALER agrees to keep the vehicle reasonably secure and clean while it is in the DEALER'S possession. CLIENT will obtain and provide fire, theft, collision and comprehensive liability insurance coverage for the vehicle. Client agrees to keep all tags & licensing on said vehicle current. CLIENT agrees to hold harmless, indemnify, and defend the DEALER from any loss arising from the failure to provide adequate insurance.

The DEALER will not be responsible for any failures or inoperative systems, including but not limited to, mechanical, electrical, or plumbing. CLIENT agrees that DEALER is not responsible for damage or loss arising from fire, theft, or vandalism while the vehicle is in the possession of the DEALER. Client agrees to hold harmless, indemnify, and defend DEALER from any liability arising from a defect in ownership of the vehicle. CLIENT also agrees to hold harmless, indemnify, and defend the DEALER from any liability arising from a defect in the Unit.

If CLIENT chooses to terminate this Consignment Agreement prior to its expiration, CLIENT agrees to pay Dealer the sum of \$750.00 to cover Dealer's costs; since those costs could be difficult to measure, this amount is stipulated as liquidated damages for early termination. Such amount is payable in full by Cashiers Check and MUST be presented at the time the vehicle is removed from Dealership.

State statute requires all units five (5) years old or newer **MUST** have State Building Code Certification sticker on the vehicle. If it does not, Dealer is authorized to obtain such certification and be reimbursed the costs thereof. CLIENT agrees the dealer will not divulge the name or address of the actual or prospective third party purchaser, nor will the DEALER be required to disclose the sale price.

CLIENT authorizes the DEALER to demonstrate and operate the vehicle. CLIENT also authorizes all prospective third party purchasers to operate the vehicle. During the term of the Agreement, Client agrees not to lease, rent, use, sell, advertise, or negotiate for the sale of said vehicle, nor give any broker, firm, or other person authority to sell, or negotiate for the sale of said vehicle. Client agrees to refer any inquiries received concerning the sale of said vehicle to Dealer.

Note: In the event that the terms of this agreement are not met by both the Client and the Dealer, either may file a complaint in writing with the department of transportation Salem, Oregon. Consignors with no lien holder must **present and release** the title to said Unit at time of consignment in order to minimize title transfer duration. Clients with no lien holder will be paid 10 days after delivery of said vehicle. If Consignor is unable to be present for Payoff & Title exchange, Consignor will forward title to our office and payoff will be forwarded; any lien holders will be paid 15 days after delivery of said vehicle.

This agreement shall be binding upon, and shall inure to the benefit of the successors, assigns, and the legal representatives of the parties. CLIENT acknowledges receiving a copy of this agreement, and agrees to reimburse DEALER for fulfillment of any CLIENT responsibilities under this agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supercede all previous communications, representations, or agreements either verbal or written between the parties hereto.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Client  Top O' Hill Quality R.V. Inc. by: \_\_\_\_\_

Address \_\_\_\_\_

Agents: Insuring Company \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Insuring Agent \_\_\_\_\_

Phone: \_\_\_\_\_

Policy Number \_\_\_\_\_  
Expiration \_\_\_\_\_