



Motor Vehicle Consignment Agreement

Consignment Agreement Between:

Name(s) of Consignor (Owners as they appear on Title), Address, City, State, Zip and Telephone Number

Consignor: _____

Consignee: **Moffett Motors LLC**
1095 Ocean Avenue
Lakewood, NJ 08701
(732) 276-5518

Vehicle Information:

Year:	Make:	Model:
VIN No.:	Color:	Body Type:

Odometer Disclosure:

Note: New Jersey statute provides that anyone who knowingly or willfully misrepresents the description of a vehicle or makes a false statement in any title papers, forges, changes or counterfeits a part of title papers, or uses title papers on or for the wrong motor vehicle is guilty of a misdemeanor.

Consignor(s) states Odometer now reads (No tenths) , . and to the best of their knowledge, that it reflects the actual mileage of the vehicle described on the certificate of ownership, unless one of the following statements is checked.

(1) Consignor(s) hereby certify that to the best of their knowledge the odometer has **exceeded its mechanical limit** and the reading started again at zero.

(2) WARNING-ODOMETER DISCREPANCY- Consignor(s) hereby certify that the odometer reading is **NOT** the actual mileage, and should not be relied upon for accuracy.

Terms of Consignment Agreement:

This agreement is to begin on _____ and will terminate on _____. The terms of this agreement are that the Consignee (dealership) shall return the vehicle to the Consignor (you), or enter into a new agreement at the termination of this consignment agreement.

Consignor(s) warrant(s) that he/she (they) has/have possession of the title or that the title is held by the below listed lien holder and that there are no interests, liens, or claims against the vehicle which are not listed below:

<input type="checkbox"/> No Lienholder	Balance:
Lien Holder:	Address:
Phone No.:	Account No.:

The Consignor(s) agree(s) that, pending sale, the vehicle's title shall remain in Consignor(s) name and that theft, fire, comprehensive and liability insurance be and/or must remain in effect during the consignment period.

Insurance Company:	Policy No.:	
Liability Limits:	Eff. Date:	Exp. Date:

The Consignor(s) represents and warrants that to the best of the Consignor(s) knowledge, information and belief, that the vehicle has not been involved in an accident. If the vehicle has been in an accident, the Consignor(s) has provided Consignee with the relevant information.

- Yes No Has the vehicle ever been in an accident?
- Yes No Has the vehicle ever been repainted or had any bodywork?
- Yes No Has the vehicle ever been in a flood?
- Yes No Has the vehicle ever had hail damage?
- Yes No Has the vehicle ever had a branded title?
- Yes No Is the vehicle currently unable to pass safety or emissions inspections?

If "Yes" is checked above, please provide further details:

The delivery of this vehicle is on consignment and is not a sale of the vehicle to the Consignee. The Consignee agrees to receive the vehicle in trust and not to permit its use for any other purposes than what is contained in this agreement without express written consent of the Consignor(s).

Vehicle Condition Inspection: Consignor(s) hereby agree(s) that prior to Consignee accepting the vehicle on consignment, the vehicle will be inspected by Consignee's facility to determine whether the vehicle is ready for retail sale and if any mechanical defects exist which will require repair prior to sale. The cost of this inspection is \$100.00 and will be included in the commission fee if the vehicle is sold by Consignee. Any mechanical defects found will be disclosed in an estimate to the Consignor(s) and with their approval, be repaired by Consignee at a wholesale labor rate of \$85.00 per hour.

Additional Costs & Fees: Any additional costs required to prepare the Consignor(s) vehicle for retail sale in the amount of or greater than \$50.00 shall be disclosed and performed only with prior approval from the Consignor(s). If the vehicle requires detailing, Consignee will arrange professional detailing at a cost of \$150.00 to Consignor(s). All vehicles eligible for a limited powertrain warranty (as determined by guidelines of the 3rd party administrator of the warranty program) will be placed on the vehicle at a cost of \$125.00 to the Consignor(s). **All costs incurred by Consignee in preparation of the vehicle will be deducted from Consignor(s) net payment from sale proceeds.**

In the event the vehicle is not sold or Consignor(s) request(s) the vehicle from Consignee, the Consignor(s) agree(s) to pay for repairs and any additional costs incurred by Consignee before the vehicle is returned to Consignor(s).

If the vehicle is sold by someone other than the Consignee or a buyer who discussed the vehicle with the Consignee during the period of agreement, the Consignor(s) agree(s) to pay the Consignee the agreed upon commission fee in addition to any costs incurred by the Consignee.

Should the Consignor(s) wish to remove the vehicle from Consignee's premises, Consignee shall require a minimum of twenty-four (24) hours' notice. The vehicle can then be removed between the hours of 10:00 am and 6:00 pm on weekdays or subject to appointment. All costs incurred while the vehicle in Consignee's possession will be due at the time of removal.

Consignee will pay Consignor(s) the selling price, less the Consignee's commission and any incurred costs, within ten (10) business days following Consignee's receipt of payment of the selling price from the purchaser.

Consignee agrees to hold the consigned motor vehicle during the duration of this agreement and exercise reasonable care in a manner in accordance with customary trade practices. Any risk of loss or damage to said vehicle remains with the Consignor(s) and Consignor(s) agrees to hold Consignee harmless for any losses or damage incurred to said vehicle, except damage or loss caused by Consignee's reckless or willful acts or omissions, and agrees that any obligation to insure said vehicle against property damage or loss is that of the Consignor.

Selling Price: The Consignee and Consignor(s) agree(s) that the selling price of the above described vehicle shall be:

\$ _____ Or Not less than \$ _____

No reduction of price under the stated price or minimum shall be made without the express written agreement of the Consignor(s).

Commission: The Consignor(s) agree(s) to pay the Consignee a commission on the following basis:

- A flat fee of \$ _____
- A fee of _____% of minimum selling price plus _____% of the amount in excess of minimum selling price
- A fee of _____% of the actual selling price
- A fee to be calculated as follows: _____

Consignor(s) Signature: _____

Date

Consignee Signature: _____

Date