

# CONSIGNMENT CONTRACT



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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.

Sale Conditions of Consignment Agreement:

The consignment fee is equal to **10%** of the selling price, which will be deducted from the owner's proceeds. It is at the discretion of D & K Service Cycle & ATV to refuse to enter into this contract if it is determined that the owner's requested price is too high for the unit. Retail price shall be determined by Kelley Blue Book retail value. Any price above retail shall be justified by valuable upgrades. Any offers made that would result in below owner's asking price will be discussed with the owner before a deal is made with the potential buyer.

\*\*\*NOTE: No outside sales allowed during the consignment period. All potential buyers must be through D & K Service. The bike may not be removed from D & K Service by the owner until the end of the contract period.

Cancellation of Contract: If the owner decides to cancel this contract within the 3 month period all flooring fees will be due to D & K Service in the total of \$125. before the bike is removed from the premises.

Length of Term and Flooring Fees: ('flooring' refers to time on the showroom floor)

The term of this contract is 3 months from signed date. The flooring fee is \$125 for 3 months, which is due at time of entering this contract. If the unit sells within the 3 month term, the \$125 will be refunded minus \$10 per month that the unit was on the floor. If the unit does NOT sell by the end of the contract term then the \$125 will be retained by D & K Service for the flooring and advertising fees.

At the end of the 3 month term the customer will be asked to pick up the unit within 3 working days of last day of the contract. From the 4<sup>th</sup> day a storage fee of \$5.00 per day will be incurred and payable before the unit is released.

If the owner and D & K Service choose to enter into a new 3 month contract all previous flooring fees are non-refundable. A new contract will be at the discretion of D & K Service Cycle & ATV.

Disclaimers:

D & K Service Cycle & ATV reserves the right not to enter into a Consignment Contract with any owner for any reason.

D & K Service Cycle & ATV shall not be held responsible for loss or damage to any unit in the case of any incident that is not the fault of D & K personnel.

D & K Service assumes no liability or responsibility for any disgruntled buyers of any transaction. Sole liability is accepted by the seller.

\*\*\*See inspection report attached for any defects, major or minor, to the unit.

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

Printed Name: \_\_\_\_\_

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

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

Phone #s: Cell \_\_\_\_\_ Home \_\_\_\_\_

Work \_\_\_\_\_

D & K Service Cycle & ATV authorized representative:

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

Printed: \_\_\_\_\_

# CONSIGNMENT INSPECTION REPORT

INSPECTION DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

UNIT INSPECTED: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

LIST ANY COSMETIC FLAWS: (scratches, paint chips, dents, etc.)

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LIST ANY MECHANICAL FLAWS:

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DID OWNER PROVIDE APPROVED DOCUMENTATION OF PREVIOUS SERVICE? Yes \_\_\_ No

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IF "NO", DESCRIBE SERVICE AND/OR ATTACH REPAIR ORDER:

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NOTES: