

CONSIGNMENT CONTRACT



1752 S State Route 260, Cottonwood, AZ 86326

Phone: 928-649-8822 email: dkservicecycle@gmail.com website: www.dkservicecycle.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' and/or 'Seller' 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: \$170.00 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 **12%** 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 and/or NADA Guide. Any price above retail shall be justified by valuable upgrades, determined by D&K Service personnel.

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 come 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 \$200 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 \$200 for 3 months, which is due at the end of this contract if the unit has NOT sold. The unit will not be removed from D&K Service Cycle & ATV until all fees are paid in full. This cost covers time and expenses for flooring and advertising.

*If the unit sells within the 3 month term, the \$200 will NOT be charged.

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 4th day a storage fee of \$12.00 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 seller 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. Insurance is required on the unit provided by the seller.

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 Name: _____

Signature: _____

Email Address: _____

Physical Address: _____

Phone #s: Cell _____ Home _____

Drivers License Info _____

D & K Service Cycle & ATV authorized representative:

Signature: _____ Print Name: _____