

Consignment Contract

Boxerworks
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By and between Boxerworks and the vehicle owner _____.
[print name]

On this date: _____

Vehicle refers to the motorcycle, ATV, or UTV to be sold on consignment by Boxerworks.
Owner refers to the owner(s) printed on the vehicle certificate of title or other document(s) verifying legal ownership.

Vehicle to be sold

Year _____ Make _____ Model _____

VIN _____ Miles _____

Additional upgrades, aftermarket parts, or important features

Owner's asking price in pocket \$ _____

Length of Term: The term of this contract is 3 months from signed date.

Verification of Ownership

The owner must provide a clear certificate of title that is free of liens OR must provide other documentation verifying vehicle ownership. Note: Vehicles manufactured before 1985 do not require a title in the State of Georgia. A Boxerworks representative will verify the VIN and vehicle ownership.

Insurance and Registration

The owner agrees to maintain insurance coverage and active vehicle registration (with a current tag/plate) during the term of this contract, until the vehicle is sold, OR until the contract is mutually terminated. Boxerworks will return the tag/plate to the owner in the event of a sale.

Inspection and Service

Boxerworks will inspect the vehicle and may recommend service/repair. Any major or minor vehicle defects identified will be documented on the attached Consignment Inspection form. If the owner provides acceptable recent service documentation, service can be waived in whole or part.

If the parties agree that service is required, the shop labor rate will be \$75 per hour plus the cost of parts.

If additional mechanical problems are identified during service, it will be the decision of the owner to pay for additional parts and labor to make the vehicle "sellable" OR to cancel this agreement.

The owner must pay service/repair costs in full before Boxerworks will make the vehicle available for sale. No refunds will be issued on inspection, service, or parts.

Sale Conditions

Boxerworks may refuse to enter into this contract if it is determined that the owner's requested price is too high. The price shall be determined by consulting values published in Kelley Blue Book (KBB), NADA Guides, Cycle Trader, eBay Motors listings, and/or active Craigslist listings to determine an average retail price.

Any price above average retail shall be justified by vehicle upgrades, low mileage, and exceptional condition.

Boxerworks will keep the vehicle and its accessories in a clean, functional state for review by customers and will display the bike with other consignment vehicles on sale at/near its shop.

Boxerworks will market the vehicle through Craigslist, Cycle Trader, and/or other print and online platforms deemed appropriate. Listings will include an accurate description of the vehicle and its features, a minimum of ten photos, and business contact information.

Inquiries will be answered promptly and professionally. Buyer offers that are lower than the owner's asking price will be discussed with the owner before a deal is made with a potential buyer.

NOTE: No outside sales are allowed during the consignment period. All potential buyers must communicate with Boxerworks representatives directly.

Consignment Fees

The consignment fee is equal to 10% of the final selling price, to be deducted from the owner's proceeds.

If the vehicle is an appropriate candidate for sale via eBay, the consignment fee will be 10% of the final selling price AFTER all eBay fees (typically <\$70) and PayPal fees (2.9% of transaction + \$0.30) have been deducted.

Flooring Fees

The flooring fee (*flooring* here refers to time displayed for sale physically and online) is \$1 per day, which can be paid at time of entering contract (\$90 for 90 days) OR may be deducted from the final sale price.

For pre-paid flooring fees: If the unit sells within the 3-month term, a pro-rated refund of \$1 per remaining day will be provided. If the unit does NOT sell by the end of the contract term, OR if the owner decides to cancel within the 3-month term, then Boxerworks will retain the \$90 fee.

The vehicle may not be removed from Boxerworks by the owner until the end of the contract period or until satisfactory cancellation of the contract.

End of Term and Storage Fees

At the end of the 3-month term, the owner must pick up the unsold vehicle within 5 business days from the last day of the contract. On the 6th day, a storage fee of \$5 per day will be incurred going forward and the total will be payable before the vehicle is released.

If the owner and Boxerworks choose to enter into a new 3-month contract, all previous flooring fees and storage fees are non-refundable. A new contract will be offered at the discretion of Boxerworks.

Disclaimers

Boxerworks reserves the right to refuse its consignment service to any vehicle owner for any reason.

Boxerworks shall not be held responsible for loss or damage to any vehicle in any incident that is not the fault of Boxerworks personnel or representatives.

Boxerworks assumes no liability or responsibility for any dissatisfied buyer(s) and makes no representations or warranties for vehicles sold on consignment. The vehicle owner accepts sole responsibility. All risks and responsibilities pass to the buyer once payment is made in full and the buyer takes possession of the vehicle.

Owner

Signature: _____

Printed name: _____

Mailing address: _____

Phone/Email: _____/_____

Boxerworks authorized representative

Signature: _____

Printed name: _____