

CONTRACT FOR SALE OF VEHICLES ON CONSIGNMENT

Consignor: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Email Address: _____

IN CONSIDERATION of their mutual covenants, the parties agree as follows:

1. Exclusive Appointment. Freightliner of Arizona LLC., dba SportTruckRV the Consignee, shall have the exclusive right to sell and distribute Consignor's truck, RV and/or trailer:

Truck/RV Description: _____

VIN# _____

Mileage _____

Pay Off Balance: \$ _____ Owed to: _____

Trailer Description: _____

VIN# _____

Pay Off Balance: \$ _____ Owed to: _____

(hereafter known as "vehicles") throughout the United States during the term of this Agreement.

2. Delivery of Vehicles: The vehicles shall be delivered to and shall be held for sale at Consignee's place of business at 1230 S. Akimel Lane Chandler AZ 85226. Consignee can take prospective buyers for a short test drive and are able to display the vehicles offsite at local sales events.

3. Every unit shall have a full vehicle inspection completed at our service department. The cost for this service is **\$150.00** and the results will be shared with the Consignee. All RV consignments will also have the holding tanks cleaned and sanitized, which is **\$125.00**. Incidental costs to clean, wash and detail and/or maintain the consigned vehicles for resale purposes are the financial responsibility of the Consignor. Consignee will invoice the consignor for these repairs at time they are needed and Consignee agrees to pay consignor for these repairs within 30-days from date of invoice or before the consigned vehicles are removed from consignment or when sold, whichever occurs first. _____ Customer Initials

4. Sale of Vehicles. Consignee shall use its best efforts in the sale of Consignor's vehicles. The minimum sales price of the vehicles shall be fixed by Consignor.

Consignee shall list Consignor's Truck/RV at \$ _____ Consignee will sell the truck at any offer of \$ _____ or more and discuss any lower offers with the consignor.

Consignee shall list Consignor's Trailer at \$ _____. Consignee will sell the trailer at any offer of \$ _____ or more and discuss any lower offers with the consignor.

If the Consignor's new Truck, RV and/or Trailer builds are not completed before the consigned vehicles have been sold, the Consignee will purchase the vehicles at a trade-in value of Truck, RV \$ _____ Trailer \$ _____.

5. Commissions paid to the consignee by the consignor for the sale of the vehicles shall be **10 %** of the sale price of the vehicles, or a minimum fee of \$ _____ .

6. Consignor shall maintain the liability and physical damage coverage on the vehicles while in the Consignee's possession. Consignor shall provide a copy of insurance certificate. **X** _____ Customer Initials

7. Titles to the Vehicles. Titles to the vehicles shall remain in Consignor's possession until such truck is sold. A clear title shall be provided to the consignee at the time of the truck sale and the consignee will pay the consignor the sale proceeds less the commission owed. In the event the vehicle is leined, Consignor will be required to provide an authorization that allows Consignor to pay off vehicle on Consignee's behalf and authorize leinholder to release title directly to Consignee. Any and all Consignor's equity in vehicle will be paid to Consignor upon receipt by Consignee of commercially negotiable title from said leinholder. Consignee may take up to 10 business days to pay consignor after receiving proceeds from the sale.

8. Operation of Business. Consignor shall have no responsibility or liability whatsoever in connection with the management and operation of Consignee's business. Consignee shall have entire charge of such management and operation, shall furnish all equipment and vehicles, and shall hire and pay the wages of all assistants and employees required for the operation of his business. Consignor reserves no supervision or control over Consignee in the facilities, employees, and methods to be used and employed by Consignee in carrying out the purposes of this Agreement, and shall in no event be responsible for negligence of Consignee or his employees.

9. All vehicles shall be sold on Consignee's invoices. However, neither such use nor any other conduct in performance of this Agreement shall be deemed to constitute Consignee an agent of Consignor for any purpose other than the sale of Consignor's vehicles.

10. Termination. This Agreement may be terminated by either party on 10 days' written notice to the other. The proper accounting and payment between the parties shall be made 1 day after the date set for termination and on such date Consignee shall deliver to Consignor all of Consignor's vehicles in the possession of Consignee. The expense of delivery of such vehicles shall be paid by the party terminating this Agreement.

11. Assignment and Modification. This Agreement is not assignable and any attempted assignment shall be null and void and of no effect. This Agreement may not be modified except by an instrument in writing signed by both of the parties.

12. Construction; Waiver. This Agreement shall be construed according to the laws of the State of Arizona. The right of either party to require strict performance by the other hereunder shall not be affected by any previous waiver, forbearance, or course of dealing.

Agreed by the Parties and Executed on this _____ day of _____, 2015.

Consignor **X** _____

Consignee **X** _____

VEHICLE CHECK IN

Date of vehicle check in _____.

Year: _____

VIN #: _____

Make: _____

Generator Make/Model: _____

Model: _____

Generator Hours: _____

Mileage: _____

Tire Condition: _____

Age of Batteries: _____

Miles on Tires: _____

Last Service Date: _____

What Service Was Performed:

Any Known Issues:

Visual Inspection notes;

Immediate Services required;

Agreed by the Parties and Executed at SportTruckRV on this _____ day of _____, 2015.

Consignor X _____

Consignee X _____