

# Motor Vehicle Consignment Agreement

## Consignment Agreement Between:

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

Name of Consignee (Dealership), Address, City, State, Zip and Telephone Number

## VEHICLE DESCRIPTION

MODEL YEAR	MADE - TRADE NAME	MODEL	BODY TYPE	IDENTIFICATION NUMBER

## Statement of Vehicle History and Title Brands: This vehicle was previously (check all that apply)

- ☐ Personal Use      ☐ Rental Use      ☐ Other (write below)      ☐ Rebuilt Salvage      ☐ Flood Damaged  
☐ Business Use      ☐ Demonstrator Use      \_\_\_\_\_      ☐ Transferred to insurance co. -      ☐ Manufacturer Buyback  
☐ Lease Use      ☐ Executive Use      \_\_\_\_\_      Damage claim paid      Titled in \_\_\_\_\_

## Odometer Disclosure and Title Agreement

Federal and state law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment and may make you liable for damages to your transferee (purchasers). Consignor agrees to complete a preliminary odometer disclosure statement at the time of this agreement and to promptly execute the title assignment and a final odometer statement upon sale of the consigned vehicle pursuant to the terms of this agreement.

## Terms of Consignment Agreement

1. **Selling price.** The Consignee (dealership) and consignor (you) agree that the selling price of the above described vehicle

- a) ☐ Shall be \$ \_\_\_\_\_ or  
 b) ☐ Shall not be less than \$ \_\_\_\_\_

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

2. **Commission.** The Consignor agrees to pay the Consignee a commission on the following basis: (check one)

- a) ☐ A flat fee of \$ \_\_\_\_\_ or  
 b) ☐ A fee of \_\_\_\_\_% of the minimum selling price plus \_\_\_\_\_% of the amount in excess of the minimum selling price.  
 c) ☐ A fee of \_\_\_\_\_% of the actual selling price.

- d) ☐ A fee to be computed as follows: \_\_\_\_\_.

The commission is due Consignee upon resale and may be deducted from the sales proceeds, together with payments made to release liens and the inspection fee and cost of repairs under ¶¶ 6 and 7.

3. **Duration.** The duration of this agreement shall be from the date of this agreement through the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (expiration date).

If the consigned motor vehicle is not sold prior to the expiration date, Consignee will return it to the Consignor unless a new Motor Vehicle Consignment Agreement is signed by both parties. (Note: Execute a new consignment agreement if consignment is to continued after the expiration date.)

4. **Other Terms.** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. **Warranties of Consignor.** In addition to the warranty/representations of the Consignor Odometer Disclosure and Consignor's Representations Statement, the Consignor warrants that he/she has title and full power to dispose of the described consigned motor vehicle, and the consigned motor vehicle is free and clear of all liens except:

- ☐ Check if the below listed lien holder holds title to the vehicle.

\_\_\_\_\_  
 Name and Address of Lienholder      \$  
 Outstanding Balance

6. **Applicable regulations.** The Consignor and the Consignee understand that the consigned motor vehicle shall be sold and is subject to the same regulations of sales as if it was owned by the Consignee. A used vehicle inspection of the consigned motor vehicle is required pursuant to Trans

139 Wisconsin Administrative Code, and the Consignor agrees to pay the Consignee for the required inspection. Consignee's fee for its used motor vehicle inspection is \$\_\_\_\_\_, which fee does not include any repairs necessary to make the consigned motor vehicle salable.

The inspection fee and the cost of such repairs shall be paid to Consignee in addition to the Consignee's commission under ¶12, and shall be due Consignee even if the consigned motor vehicle is not sold.

7. **Inspection and Repair of Vehicle Defects.** Any costs for the inspection, repair and/or maintenance of Consignor's vehicle over and above \$50.00 shall be disclosed to the Consignor on a separate repair order pursuant to ATCP 132 Wisconsin Administrative Code.
8. **Registration and Insurance.** The Consignor agrees to register the vehicle during the duration of the consignment. The Consignor acknowledges the Consignee's insurance may not include coverage for the Consignor's vehicle. Consignor agrees to pay all fees involved for maintaining the vehicle's registration and insurance including liability insurance in the amount of \$\_\_\_\_\_ per person \$\_\_\_\_\_ per accident, \$\_\_\_\_\_ property damage.
9. **Use.** The vehicle  
☐ was purchased or used for personal, family or household purposes. Consignor retains ownership of the vehicle.  
☐ was not purchased or used for personal, family or household purposes. Consignor retains a security interest in the vehicle in the amount shown in ¶ 1. (Dealer must file a UCC Financing Statement.)
10. **Power of Attorney.** Consignor irrevocably appoints Consignee as Consignor's true and lawful attorney-in-fact, coupled with an interest, for the purpose of executing the certificate of title and all other documents that are necessary and proper to transfer good title to the purchaser upon the sale of the consigned motor vehicle pursuant to this Agreement. Consignee may exercise its rights under this paragraph if Consignor fails to execute such documents at Consignee's location within three business days of being notified of the sale.

## Refer to reverse side for additional terms and conditions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Consignor (Owners)

Consignee (Name and Title of Authorized Representative)

Consignor (Owners)

Written Consignment Agreements are required by Chapter TRANS 138, Wis. Adm. Code. WATDASI #23 2/04 Copyright 2004 WI Auto & Truck Dealers Association

## Additional terms and Conditions

11. **Title.** The Consignor agrees to provide to Consignee the vehicle's Certificate of Title at the time of the consignment. The Consignee will hold the title for inspection by potential buyers during the period of consignment except in the case where the vehicle's title is held by a lienholder disclosed in ¶5 of this agreement. The title reassignment by the consignor will not be signed until the vehicle is actually sold, and if the vehicle is not sold during the duration of the consignment, the Consignee will promptly return the title certificate to the Consignor along with the vehicle.
12. **Payment of Selling Price to Consignor.** Consignee will pay Consignor the selling price, less the Consignee's commission under par. 2 and the inspection fee and cost of repair under par. 6 and 7, within ten (10) business days following Consignee's receipt of payment of the selling price from the purchaser.
13. **Risk of Loss.** 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 and Consignor 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.
14. **Security Interest.** Consignor retains, and Consignee hereby grants, Consignor a security interest on the consigned motor vehicle as security for Consignee's performance of its obligations under this agreement, including, without limitation, the obligations arising under ¶¶ 2 and 3.
15. **Consignor's Warranties/Representations.** Contemporaneous with the signing of this agreement, Consignor will complete and sign a separate Consignor Odometer Disclosure and Consignor's Representations Statement, which statement is incorporated in and made part of this agreement. In addition to all other remedies at law or equity, Consignee may terminate this agreement if any of the disclosures or representations made on such statement are determined to be inaccurate or incomplete. Consignor further agrees to indemnify, defend and hold harmless Consignee against any and all damages, claims, suits, and/or causes of action, including costs and attorney fees, resulting from the inaccuracy or incompleteness of any such disclosure or representation.
16. **Entire Agreement; Modification.** This agreement (including the terms on the Reverse side) and any documents expressly referenced in this agreement constitute the entire agreement between Consignor and Consignee regarding the consignment of the consigned motor vehicle, and supersedes any prior agreements and representations. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party.

# CONSIGNOR ODOMETER DISCLOSURE AND CONSIGNOR'S REPRESENTATIONS STATEMENT

Dealer (Consignee)	Owner (Consignor)	Date
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This statement refers to, and is made a part of, the Motor Vehicle Consignment Agreement (the "Agreement"), dated the same day as this statement between Consignee and Consignor who is the owner of the Consigned Vehicle described below.

*Federal and State law require that the Consignor disclose the mileage to the Consignee in connection with the transfer of vehicle to Consignee. Failure to complete or making a false statement may result in fines and/or imprisonment and may make you liable for damages to the Consignee and subsequent owners.*

I, \_\_\_\_\_ (name of person making disclosure. Print) state that the

ODOMETER NOW READS (No Tenths): and to \_\_\_\_\_, \_\_\_\_\_ the best of my knowledge is the actual mileage of this vehicle unless one of the following statements is checked.

- ☐ 10 or more model years old      ☐ Gross vehicle weight rating exceeds 16,000 lbs.      ☐ The odometer reading reflects the amount of mileage in excess of the mechanical limit.      ☐ The odometer reading is NOT actual mileage. **WARNING ODOMETER DISCREPANCY**

## Description of Consigned Vehicle

MAKE	MODEL	BODY TYPE
VEHICLE IDENTIFICATION NUMBER	YEAR	

Consignor's Signature	Consignee's Signature
Printed Name	Printed Name
Consignor's Address (Street)	Consignee's Address (Street)
City, State, Zip	City, State, Zip
Date of Signature	Date Completed Disclosure Form Received from Consignor

**Consignor's Warranties/Representations:** The undersigned Consignor(s) hereby warrant(s) and represent(s) that, unless marked as "No", each of the following statements is true and complete:

- |  | YES                      | NO                       |  | YES                      | NO                       |
|--|--------------------------|--------------------------|--|--------------------------|--------------------------|
| (A) That I am 18 year of age or older.....   | <input type="checkbox"/> | <input type="checkbox"/> | (G) That while I have owned the Consigned Vehicle its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the Consigned Vehicle's current odometer reading of _____ miles/kilometers reflects its actual mileage..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (B) That I have full power, right and lawful authority to dispose of the consigned vehicle.....  | <input type="checkbox"/> | <input type="checkbox"/> | (H) That while I have owned or the Consigned Vehicle its restraining devices (including airbags and belts) have not been replaced, tampered with, or otherwise altered in any way.....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (C) That I will ensure that any and all liens or encumbrances on the Consigned Vehicle are satisfied and released before or immediately upon delivery of the Consigned vehicle to the purchaser..... | <input type="checkbox"/> | <input type="checkbox"/> | (I) That the Consigned Vehicle has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands.....  | <input type="checkbox"/> | <input type="checkbox"/> |
| (D) That the Consigned Vehicle does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody).....   | <input type="checkbox"/> | <input type="checkbox"/> | (J) That the Consigned Vehicle has not previously been flood or water damaged.....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (E) That all parts of the Consigned Vehicle emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment.....                         | <input type="checkbox"/> | <input type="checkbox"/> | (K) That the Consigned Vehicle does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or other structural portion of the unibody.....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (F) That the engine and transmission of the Consigned Vehicle have not been changed from manufacturer's original equipment specifications.....   | <input type="checkbox"/> | <input type="checkbox"/> | (L) That the only holder(s) of a security interest or lien in the Consigned Vehicle ("Lienholders") is (are) shown below.....  | <input type="checkbox"/> | <input type="checkbox"/> |

Lienholders: \_\_\_\_\_

Explain all "No" answers: \_\_\_\_\_

Consignor's Signature	Date
Consignor's Signature	Date