

CONTRACT NUMBER: _____

CONSIGNMENT SALES AGREEMENT

(this agreement reflects the requirements of a consignment agreement as outlined in the Consumer Protection Act and regulations)

1. **THIS AGREEMENT** is made on the _____ day of _____, 20____ between:
_____ (CONSIGNEE/BUSINESS – legal name)

of _____ (address), _____ (phone and fax)

-AND-

_____ (CONSIGNOR/OWNER(s))

of _____ (address), _____ (business phone) / _____ (home phone)

to list for sale the vehicle described below:

| | | | | | | | | | | | | |
|--|------|--------|----------------------------|---------|-------|--------|-------------|------|------------------|-----------------|--|----|
| 2. The CONSIGNOR/OWNER(s) represents and warrants that: | | | | | | | | | | COACH SPECIAL # | | |
| \$ _____ <i>Listing Price</i> | | | | | | | | | | | | |
| | | Year | Make | Model # | Doors | Colour | CHASSIS MFG | YEAR | SERIAL # | | | |
| CYL | SIZE | | | | | | | | | | | KM |
| | | | | | | | | | | | | MI |
| ENGINE | | OWNERS | VEHICLE IDENTIFICATION NO. | | | | | | ODOMETER READING | | | |

| VEHICLE OPTIONS | | | | | | RV OPTIONS | | | | | | YES | NO | | |
|------------------------------|--|----------|-----------------|--|-------|------------|--|--------|--------------|--------------------------------|--|-----|----|--|--|
| P.B. | | TRANS | AUTO | | RADIO | AM | | STEREO | | Fridge/Stove | | | | | |
| P.S. | | | 4 SPD | | | FM | | TAPE | | Microwave | | | | | |
| P.W. | | | 5 SPD | | | CD | | | | Television | | | | | |
| P. LOCKS | | AIR COND | SEATS | | | | | | Awnings | | | | | | |
| P. SEAT | | CRUISE | SPECIALTY ITEMS | | | | | | Washer/Dryer | | | | | | |
| TILT | | SUNROOF | FULL EQUIP | | | | | | Generator | | | | | | |
| Other Options (please list): | | | | | | | | | | Warranty Assignable | | | | | |
| Other Options (please list): | | | | | | | | | | Other Equipment (please list): | | | | | |

- (a) he/she is the true owner and has right and title to sell it (if different from registered owner); copy of registration received **NO** YES
- (b) the above description of the vehicle is complete and accurate, including the odometer reading;
- (c) the vehicle was never used as a taxi, police, emergency vehicle, or a leased/rental vehicle except as follows: _____;
- (d) the vehicle is free and clear of all liens, encumbrances, charges except as noted (creditors name/address and amount): _____
- (e) the business may deduct from any settlement all liens up to and including date of sale, and allow the dealer the right to pay said liens;
- (f) the vehicle has not been written off or deemed a salvage;

_____ (CONSIGNOR/OWNER(s) Initials as to Items a through f above)

BEFORE SIGNING, PLEASE SEE BACK OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS

CONSIGNOR/OWNER(S)
Name: _____
Signature: _____

CONSIGNEE/BUSINESS (legal name)
Name: _____
Title: _____
Signature: _____

GST Registration Number: _____

Company name and logo

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- (g) the business may sell the vehicle from _____ *d/m/year* until _____ *d/m/year* (after which time the agreement is extended automatically for a similar timeframe, unless terminated prior by either the Consignee/Business or the Consignor/Owner(s), giving the other party two days written notice OR during the term, upon two days notice to the other;
- (h) he/she will pay a storage fee of \$ _____ per day if the vehicle is not removed within seven days of giving or receiving notification of the termination of this agreement;
- (i) he/she will assume full responsibility for having the necessary insurance coverage (fire/theft/comprehensive) against loss or damage howsoever caused during the consignment period while the vehicle is in possession of the Consignee/Business;
- (j) the Consignee/Business can advertise, demonstrate, display and sell the above-noted vehicle, while allowing the Consignee/Business employees, salespeople, and potential purchasers to test drive the vehicle;
- (k) he/she agrees to entertain all written offers; (including trades) NO YES
- (l) he/she agrees to allow _____ *business name* to deduct from the final sale proceeds any GST and any agreed fees (not prepaid) including:
- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> storage | <input type="checkbox"/> reconditioning | <input type="checkbox"/> other _____ |
| <input type="checkbox"/> gas | <input type="checkbox"/> inspection: (Mechanical _____ Safety _____) | _____ |
| <input type="checkbox"/> cleaning: (Exterior _____ Interior _____ Engine _____) | <input type="checkbox"/> non-refundable listing fee (if vehicle not sold) | _____ |
- (m) he/she authorizes the Consignee/Business to do the following repairs (**NOT PREPAID**) and deduct the costs from any sale proceeds: _____
- (n) The minimum amount acceptable to the Consignor/Owner(s) after all costs, expenses, taxes, etc. is \$ _____.
GST Registrant NO YES Registration Number # _____.
- (i) The Consignor/Owner(s) will accept another vehicle as part of the minimum amount: NO YES
- (ii) The Consignor/Owner(s) will accept other personal property as part of the minimum amount: NO YES
- (o) Other conditions: _____

_____(CONSIGNOR/OWNER(s) Initials as to items h through o above)

3. _____ agrees to:

(CONSIGNEE/BUSINESS-legal name)

- (a) conscientiously display, market, demonstrate and attempt to sell said vehicle;
- (b) present all written offers and trades to Consignor/Owner(s);
- (c) hold all money received from sale "in trust" for the Consignor/Owner(s);
- (d) pay the Consignor/Owner(s) the final settlement within 14 days of sale together with a statement of account as per the regulations;
- (e) deduct and pay all liens authorized by the Consignor/Owner(s); and
- (f) abide by any law, statute or regulation applicable in Alberta on the sale of consigned vehicles.

The following terms are deemed to be contained in every consignment agreement:

- (a) the business operator agrees not to use the motor vehicle for the operator's personal use without the written consent of the Consignor;
- (b) the business operator agrees to be the trustee of any money, vehicles or other personal property that the operator receives as consideration for the sale of the motor vehicle being consigned less an amount for the operator's disbursements, fees and commission;
- (c) the business operator agrees to provide to the Consignor, within 14 days of the date of sale of the motor vehicle, a copy of the bill of sale that sets out the purchase price for which the motor vehicle was sold if:
- (i) the remuneration of the business operator is based solely on a percentage of the purchase price or a combination of a percentage of the purchase price plus disbursements; OR
- (ii) after the consignment agreement is signed, the Consignor agrees to receive less from the sale of the motor vehicle than the amount originally agreed to in the consignment agreement.

Company name and logo