



Consignment Contract

By and between Knobtown Cycle LLC and the 'Unit' owner _____.

On this date: _____

'Unit' refers to motorcycle or ATV or UTV to be sold on consignment by Knobtown Cycle LLC.

'Owner' 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: _____

Mechanical Conditions of Consignment Agreement:

Unit owner must provide a clear Title to said unit free of any liens. VIN #s shall be verified by a Knobtown Cycle LLC representative. The owner agrees to have the unit inspected and general serviced by Knobtown Cycle, LLC. at the expense of the owner. If acceptable recent service documentation is presented the general service can be waived.

Initial Marketing Fee:

\$200.00 to be paid upfront by the owner the marketing fee will include an inspection of the unit.

If the unit requires service, \$85.00 labor/hour + 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 the marketing fee, service or parts.

Sale Conditions of Consignment Agreement:

The consignment fee is equal to \$500 for sales less than \$10,000 or 10% for sales over \$10,000 will be deducted from the owner’s proceeds.

It is at the discretion of Knobtown Cycle, LLC. 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. Any price above retail shall be justified by valuable upgrades. 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. No outside sales allowed during the consignment period. All potential buyers must be through Knobtown Cycle, LLC.. The bike may not be removed from Knobtown Cycle, LLC. by the owner until the end of the contract period.

Cancellation of Contract:

If the owner decides to cancel this contract within the 2-month period all marketing flooring fees are non refundable.

Length of Term and Marketing and Flooring Fees: (‘flooring’ refers to time on the showroom floor)

The term of this contract is 2 months from signed date. The marketing fee is \$200 for 2 months, which is due at time of entering this contract. If the unit does NOT sell by the end of the contract term, then the \$200 will be retained by Knobtown Cycle, LLC. for the flooring and advertising fees.

At the end of the 2-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 \$50.00 per day will be incurred and payable before the unit is released. If the owner and Knobtown Cycle, LLC. choose to enter into a new 3 month contract all previous marketing fees are non-refundable.

A new contract will be at the discretion of Knobtown Cycle, LLC.

Disclaimers:

Knobtown Cycle, LLC. reserves the right not to enter into a consignment Contract with any owner for any reason. Knobtown Cycle, LLC. shall not be held responsible for loss or damage to any unit in the case of any incident that is not the fault of Knobtown Cycle, LLC. personnel. Knobtown Cycle, LLC. 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.

knobtown staff signature

your name:

listing date

today's date:

showroom date:

signature: