

RV Club USA, LLC Consignment Agreement

RV Club USA, LLC
 13591 North Main St
 Jacksonville, FL 32218
 Phone: 904-438-5898
 info@rvclubusa.com

Section I:

I the undersigned, hereby certify that I am the legal owner of the following vehicle:

VEHICLE INFO				CIRCLE ONE
Year:		Balance Owed:		Smoker? Yes / No
Manufacturer:		Lienholder:		Pets? Yes / No
Make:		Account #		Tanks Dumped? Yes / No
Model:		Social Security #		Winterized? Yes / No
VIN #:		Notes:		
Mileage:				
Fuel Level:				

OWNER INFO AS SHOWN ON TITLE			
Name:		Zip:	
Address:		Email:	
City:		Home Phone:	
State:		Cell:	

Section II: General Consignment Agreement Terms

I _____, Legal Owner(s) of this vehicle agree to the following terms for the consignment and understand that the agreement is made and entered between RV CLUB USA LLC and the Consignor:

Consignment is exclusive to RV CLUB USA, LLC for a 90-day period beginning on the date of full execution of this agreement.

If the vehicle is removed from RV CLUB USA, LLC prior to the 90-day contract period, an additional fee of 1% of the current advertised sale price with a minimum fee of \$500.00 will be charged to the Consignor and immediately payable to RV CLUB USA, LLC.

After the initial 90-day consignment period, this agreement shall automatically renew without notice for an additional 90-day period, unless either party provides written notice to the other no less than fifteen (15) days prior to expiration of this agreement that he/she does not wish to renew. In such event, Consignor shall be charged \$10 per day as a storage fee for each day following the then existing 90-day period until the vehicle is removed by Consignor from RV CLUB USA, LLC 's lot.

If the vehicle is sold, RV CLUB USA, LLC will guarantee \$ _____, unless otherwise agreed to in a writing signed by all parties, paid to the Consignor regardless of the sale price or any expenses incurred. Consignor shall not be entitled to receive any more than this amount regardless of the final sale price of the vehicle.

RV CLUB USA, LLC will decide upon and be responsible for all advertising expenses to promote the consigned vehicle.

Consignor is restricted from advertising the unit, by any means, for the duration of this exclusive agreement. However, the Consignor may refer prospective buyers to RV CLUB USA, LLC. Referrals shall not release the Consignor from any obligations under this agreement.

A standard Interior and exterior wash will be performed by RV CLUB USA, LLC. Any additional cleaning or potential charges needed to ready the vehicle for a sale will be communicated to the Consignor for approval prior to any work being performed. Consignor will pay directly to RV Club USA, LLC for any approved work upon completion regardless of the consigned vehicle being sold or not sold.

RV CLUB USA, LLC will perform an inspection of the consigned vehicle at its own expense upon receiving the vehicle from the Consignor.

Upon completion of the inspection, any issues that RV CLUB USA, LLC determines need to be addressed to make the vehicle saleable will be communicated to the Consignor. It will be the responsibility of the Consignor to pay for any work required to be performed in order to sell the RV.

RV CLUB USA, LLC reserves the right to cancel this agreement if the Consignor does not agree to complete and pay for the work deemed by RV CLUB USA, LLC to be necessary. In such event, Consignor shall immediately remove the vehicle from RV CLUB USA, LLC's premises and failure to do so shall subject Consignor to the storage fee referenced above.

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RV CLUB USA, LLC is not responsible for any personal items that may be left in the vehicle by the Consignor and is not responsible and will be held harmless for any theft or damage that may occur to the vehicle while on consignment.

DO NOT LEAVE PERSONAL PROPERTY IN THE VEHICLE WHILE ON CONSIGNMENT

I further certify that the above-described RV has been delivered on consignment to RV CLUB USA, LLC and that said dealership is acting on my authority, solely as a broker, when offering such vehicle for sale at their location.

Consignor agrees to have at least half a tank of fuel, 1/3 tank of propane in the vehicle and to have the holding tanks dumped before leaving the RV with RV CLUB USA, LLC. If not, a \$5.00 per gallon charge will apply for fuel and LP, and a \$75.00 tank dump fee will apply and will be payable at the time of consignment.

Consignor agrees to aid in any manner required in order to obtain a clear title to the consigned vehicle. This includes providing sufficient funds above the consignment proceeds payable to Consignor, that may be required to pay off any lien within 3 days of notification that vehicle is sold. Once funds are received from Consignor for lien payoff amounts owed greater than consignment proceeds from the sale of the vehicle, RV CLUB USA, LLC will then payoff the lien. Any lien or payment for consignor will be paid by RV CLUB USA, LLC within 10 days of RV CLUB USA, LLC being funded in full for the sale of the consignment vehicle to the new owner. With financed sales, we allow a few days for funding so the approximate time to receive payment in full for your consignment should be between 10 and 14 days.

Consignor shall furnish RV CLUB USA, LLC with the following documentation at the time of signing this agreement:

- Copy of current registration or title as proof of ownership of any vehicle for sale under this contract
- Proof of insurance for any vehicle for sale under this contract
- Copy of current Driver's License

Consignment. The delivery of this Vehicle is on consignment and is not a sale of the Vehicle. Consignor agrees to deliver the Vehicle and RV CLUB USA, LLC agrees to accept possession of the Vehicle under the terms and conditions set forth in this agreement RV Club USA, LLC shall have complete discretion as to the time, place and manner of such sale during the term of this Agreement, except as expressly limited in writing by the Consignor. No sale shall be considered final until the purchaser has made full and final payment to RV CLUB USA, LLC.

Title. Ownership to the Vehicle shall remain with the Consignor until sale, at which time ownership shall pass from Consignor to purchaser. Consignor must have valid title to the Vehicle and provide proof of it. RV CLUB USA, LLC must be able to show that the title is free and clear from all claims and full cooperation of the Consignor to pay-off any liens will be required.

Right to Purchase. RV CLUB USA, LLC has the right of first refusal to purchase the Vehicle from Consignor at the Minimum Price if no sale to a third party has occurred by the expiration of the Agreement term of 90 days or any 90-day renewal term.

Rights to Withdraw Vehicle from Sale. RV CLUB USA, LLC reserves the right to withdraw the Vehicle from sale at any time if in RV CLUB USA, LLC's judgment there is doubt as to its ownership or condition, or Consignor's representations to RV CLUB USA, LLC concerning the Vehicle are inaccurate in any respect; or Consignor has breached or is about to breach any provision of this Agreement; or for any good cause. In the event that RV CLUB USA, LLC withdraws the Vehicle from Sale for any of the reasons set forth above, Consignor will pay past and future RV CLUB USA, LLC storage fees calculated retroactively from the date of delivery of the Vehicle until the date that Consignor retakes possession of the Vehicle.

Risks and Maintenance of Insurance. RV CLUB USA, LLC will not be liable for any loss, damage or theft which may occur to the Vehicle while on consignment except for any theft, loss, or damage which may arise out of any gross negligence or intentional misconduct of RV CLUB USA, LLC. All other risk of loss is expressly assumed by Consignor. Consignor shall keep the Vehicle fully insured for such risks and maintain comprehensive and liability insurance for the Vehicle at the expense of the Consignor while the Vehicle is in RV CLUB USA, LLC's possession.

Prevailing Party/Venue. In the event formal litigation is required, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and all claims will be venued in Jacksonville, Duval County, FL.

Consignor Name: _____

Manager Name: _____

Consignor Signature: _____

Manager Signature: _____

Date: _____

Date: _____

Modified 10.14.2021