



JJE, LLC.

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USED CONSIGNMENT AGREEMENT

Exclusive listing with the exclusive right to sell

I (We), the undersigned Owner(s), hereby agree to consign my (our) vehicle with Jerren Johnson Enterprises, LLC. (Dealership), also referred to as JJE, the vehicle described as follows, for the sole purpose of selling the vehicle with a minimum selling price of \$_____ *The Owner(s) shall have final approval of any proposed sale of the vehicle.* The Owner(s) agree to Consign the following vehicle for 90 days:

Year _____ Make _____ Model _____ Size _____

The current odometer reading is _____ miles. Actual Miles In excess of Mechanical Limits Unknown

VIN

(Circle One)

If you answered "Yes" to any of the questions, please provide details:

- Has this vehicle been in a major accident? Yes No
- Has this vehicle ever been in a flood? Yes No
- Has this vehicle ever had hail damage? Yes No
- Has the vehicle ever been on a Salvage Title? Yes No

For their efforts and marketing, JJE is entitled to retain a Consignment Selling Fee of all profits over the agreed upon selling price of \$67,500

The Consignment Selling Fee is paid at the time of sale by the Owner(s) and shall be deducted from the final sale price.

As part of JJE's Consignment Program the Owner(s) agree to pay for other costs associated with the Consignment Program – these are outlined below:

Safety Inspection	
Professional Detail	
Marketing & Advertising	\$199.00

The above fees are paid by the Owner(s) at the time of consigning the vehicle.

If the trailer will not be brought to a JJE yard, the seller will be required to provide a safety inspection report and personally detail the trailer to JJE standards, or have it detailed by a professional shop Prior to sending final photos of the sale trailer.

If the trailer will not be located at a JJE location, the seller will not be required to pay the safety inspection or the professional detail fees.

WHEREAS, The Owner owns the vehicle as described above and desires to consign the trailer to JJE to sell pursuant to the terms of this Agreement. The parties hereby agree as follows:

General Terms:

1. Owner shall pay JJE the "Consignment Selling Fee" of all profits of the sale exceeding \$67,500.
Agreement as described on page one. The Owner shall pay the Fee from the sale price of the vehicle when it is sold. This fee will be deducted from the sale price of the vehicle.
2. The term of this Agreement shall be a minimum of **90** days from the date this Agreement is signed. After the initial 90-day term, the Consignment Agreement can be terminated by either party, by giving 7 days written notice, provided there is no pending sale.
3. Before Owner's Vehicle is listed with JJE, the Vehicle must be free of major mechanical problems that would create a safety issue or prevent the vehicle from being driven. For example, bad wheel bearings, engine problems, bad brakes, transmission issues, axle problems, poor tires, check engine lights and other dash warning lights, etc.
4. If there is a lien it has to be less than the sale amount of the Vehicle, otherwise the Owner has to provide the difference for JJE to hold as collateral for the sale or make arrangements with JJE to satisfy the lien.
5. The Owner shall retain their license plates while the vehicle is on consignment with JJE. JJE will use a dealer plate when road testing the vehicle.
6. The Marketing Fee and other Fee's (Safety Inspection, Detailing and Repair work) are paid upfront by the Owner in order for JJE to sell the vehicle. These Fee's are separate from the Consignment Selling Fee.
7. JJE shall have no liability for punitive, exemplary, or consequential damages under this Agreement. The liability of JJE under this Agreement shall not exceed the amount of the Fee actually paid to JJE.
8. This Agreement is the entire agreement between the parties regarding this consignment. No other written or oral understandings or agreements regarding the consignment will be binding upon the parties unless included in this Agreement.

Owner:

1. Owner authorizes JJE to sell the Vehicle on Owner's behalf, including the power to execute any necessary documentation as Owner agent.
2. Owner represents and warrants to JJE that (a) Owner owns the Vehicle, (b) Owner has full right and authority to enter into this Agreement and to sell the Vehicle, (c) Any information the Owner shares with JJE will be true and accurate to the best of Owner's knowledge.
3. Owner will provide all documentation needed by JJE to sell the Vehicle, including the following: (a) A photocopy of the title (front and back) if Owner has title in their possession. If there is a lien on the Vehicle the Owner will provide JJE with lien holders, name, address, phone number and Owners account number. (b) Copy of Owner(s) driver's license. (c) Copy of the registration. (d) Copy of the insurance certificate.
4. Owner agrees to maintain full liability coverage, and in addition, comprehensive fire, theft, collision and such other insurance on the Vehicle for its full replacement value as JJE reasonably requires. The limits of the insurance shall be reasonably satisfactory to JJE.
5. Owner shall indemnify and hold JJE harmless from and against all actions or causes of action, claims, demands, liabilities, losses, damages or expenses which JJE may sustain or incur as a result of any breach by Owner of this Agreement, including any suit instituted to enforce the obligations of this Agreement.

JJE TRAILER SALES AND SERVICE:

1. JJE will: (a) inspect the Owner's Vehicle upon receipt of Vehicle for Consignment and provide Owner with an estimate to repair any defects found to bring the vehicle up to the Seal of Approval for Standard Conditions. Owner shall have no obligation to have the work performed by JJE. In the event the Owner elects to have the vehicle serviced by JJE to have the vehicle brought up to the Seal of Approval for Standard Conditions, JJE warrants and represents that the Owner will be responsible for any additional parts or labor both during the consignment period and post sale. In the event the Owner does not authorize JJE to perform the work necessary to bring the vehicle up to the JJE Performance Seal of Approval for Standard Conditions, JJE shall have the right to terminate this Agreement.

2. **Marketing:** JJE will list the Vehicle on JJE's website and other internet sites as JJE deems appropriate, use reasonable efforts in marketing and selling the Vehicle.

3. **Disclosure Rights.** If someone requests information on the Owner of the Consignment Vehicle or their consignment history for law-enforcement, public trust interests, government, or business purposes, JJE may provide it without the Owners written consent.
4. **Casualty Loss.** JJE is not liable to any Owner, test driver, guest, client, or occupant for personal injury or damage or loss of personal property from fire, wind, hail, theft, smoke, dust, flood, rain, water leaks, ice, snow, lightening, environmental problems, explosions, and interruption of utilities, unless that injury or damage is caused by our negligence. JJE is not responsible for property loss caused by service personnel..
5. Upon completion of the sale and receipt of clear, negotiable title from the Owner, JJE will promptly pay the Owner the final Sale Price minus the sum of the Consignment Selling Fee and minus any amount owed by the Owner to a lien holder.

Severability. If any part or parts of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect.

Binding Effect. The covenants and conditions contained in this agreement shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

On today's date 8/17/2021 the Owner and JJE, LLC. agree to enter into this Consignment Agreement as stated above.

Owner's Printed Name		Email Address		
Address	City	State	Zip	
Cell Phone	Business Phone	Home Phone		
X _____				
Owner's Signature				
X _____				
Consultant's Signature on behalf of JJE Trailer Sales & Service				

THANK YOU FOR CHOOSING JJE!