

Consignment Agreement

This Consignment Agreement is entered into on this _____ day of _____ 20_____

Between J Moore Livestock Truck & Trailer, LLC ("Consignee") located at 4974 Highway 412 Colcord, OK
74338, and _____ ("Consignor"), located at

Street Address _____ City _____ State _____ Zip _____

DESCRIPTION OF PROPERTY

Year _____ Make _____ Model _____

VIN _____ Miles _____

Lien Holder _____ Phone # _____

Noted dents/dings/imperfections:

Minimum Agreed Sale Price _____

AGREEMENT TO SELL

In accordance with this agreement, the consignor grants J Moore Livestock Truck & Trailer, LLC an exclusive right to display and sell the mutually agreed upon item(s), pursuant to the terms of this agreement.

J Moore Livestock Truck & Trailer, LLC agrees to place on display the mutually agreed upon item(s) in a prominent area within the store premises.

The sale price of all items and terms of said sale shall be determined by J Moore Livestock Truck & Trailer, LLC.

_____**INITIAL**

PROCEEDS AND TERMS OF SALES

The consignee, J Moore Livestock Truck & Trailer, LLC, shall be entitled to retain _____% of all proceeds from the sale of each item consigned.

IF NO LIEN IS PRESENT the consignee shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon %, to the consignor within 30 business days of the receipt of the sale. The consignor shall be paid their portion of the proceeds, % of the sales price, not to include any applicable sales tax charged. _____ **INITIAL**

IF A LIEN IS PRESENT the consignor shall provide J Moore Livestock Truck & Trailer, LLC with the lienholders contact information, and upon sale of the item the consignee will submit a payment in full to the lienholder. When a lien release is issued, the consignor shall be responsible for providing J Moore Livestock Truck & Trailer, LLC with said lien release. Once the lien release is received, the consignor shall be paid their portion of the proceeds, less the payoff amount and the aforementioned agreed upon %, and not to include any applicable sales tax charged. _____ **INITIAL**

Both the consignee and consignor agree that payments shall be made in the form of a company check.

The consignee agrees to maintain a fair sale price for the item being consigned and will accept nothing less than the **MINIMUM AGREED UPON AMOUNT** unless otherwise agreed upon in writing and signed by both parties prior to the sale.

The minimum agreed sale price should be the total sale amount to include both parties' commission percentages.

J Moore Livestock Truck & Trailer, LLC reserves the right to decline any request for consignment should the consignor be asking for an unreasonable minimum price.

TERMINATION OF CONSIGNMENT AGREEMENT

The consignee shall retain possession and control of the consigned merchandise for a **minimum period of 120 days**, beginning on the aforementioned agreement date.

Should the consignor find a buyer for the item during the agreement period, J Moore Livestock Truck & Trailer, LLC shall remain responsible for all sale paperwork and shall still be entitled to the aforementioned percentage of the sale.

If the consignor wishes to terminate the consignment agreement on or after 120 days, J Moore Livestock Truck & Trailer, LLC will require 30 days written notice to do so. _____ **INITIAL**

LIABILITY FOR LOSS, DAMAGE, OR THEFT OF MERCHANDISE

The consignee shall maintain insurance coverage sufficient to compensate the consignor for the fair market value of the consigned item in the event of damage or loss due to natural disaster, theft, or otherwise.

In the event that the consigned merchandise is lost, stolen, destroyed, damaged or unaccounted for due to any cause, known or unknown, while consigned to the consignee:

The items that are lost or unaccounted for shall be considered as having been sold, and the consignee shall pay unto the consignor the fair market value of the item as if it had been sold, less the agreed upon percentage owed to J Moore Livestock Truck & Trailer, LLC, and the amount should be paid no later than 30 days following the loss of the merchandise. _____ **INITIAL**

MERCHANDISE RECORDS AND OWNERSHIP

It shall be the responsibility of the consignee to maintain all records of sales. The consignor shall have the right to inspect all records related to their items. The consignor shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold. **TITLES TO CONSIGNED MERCHANDISE MUST REMAIN IN THE POSSESSION OF CONSIGNEE UNTIL EITHER THE MERCHANDISE IS SOLD, OR THE AGREEMENT TERMINATION TERMS HAVE BEEN FULFILLED.** _____ INITIAL

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The consignee and consignor agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the arbitrator shall be final and binding and, if required, may be entered as a judgement in any court having jurisdiction. This agreement shall be interpreted and governed by and in accordance with the *Federal Arbitration Act 9 U.S.C. §1-16*

_____ INITIAL

SEVERABILITY CLAUSE

In the event that any provisions of this Consignment Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

ENTIRETY

The herein contained Consignment Agreement constitutes the entire understanding of both the consignee and consignor pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

WARRANTIES

Neither the consignee or consignor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of the consignee or consignor.

ASSIGNMENT

This agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

GOVERNING LAWS

This agreement shall be construed and governed in accordance with the laws of the State of Oklahoma.

WAIVER

The consignee and the consignor agree that instances or patterns or waiver, forbearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this agreement.

AGREED AND EXECUTED, on _____

CONSIGNEE:

J MOORE LIVESTOCK

TRUCK & TRAILER, LLC

EMILY OR JUSTIN MOORE

4974 HIGHWAY 412

COLCORD, OK 74338

918-864-3775

emily@jmoorelivestock.com

CONSIGNOR:

Name _____

Address _____

Phone _____

Email _____

(Signature)

(Signature)

(Date Signed)

(Date Signed)