



CONSIGNMENT AGREEMENT

KAMPER KORNER
7700 OLD HWY 99 NORTH
ROSEBURG, OR 97470
(541) 673-1258

Consignor	Consigned Unit
CONSIGNOR(S): _____	RV TYPE <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> TT <input type="checkbox"/> FW <input type="checkbox"/> TC <input type="checkbox"/> FD <input type="checkbox"/> TTOY <input type="checkbox"/> FWTOY
ADDRESS: _____	YEAR: _____
CITY/STATE: _____	MANUFACTURER: _____
ZIP CODE: _____	MAKE: _____
PHONE: _____	MODEL: _____
EMAIL: _____	VIN: _____
	LICENSE#: _____
	ODOMETER: _____

Consignor hereby delivers and consigns the above-named Consigned Unit to be retained and sold by the Consignee, Kamper Korner, Inc. Consignor authorizes the sale of the Consigned Unit pursuant to the terms of this agreement.

1. Consignor certifies that they are the owner if the Consigned Vehicle and have legal power and authority to sell the Consigned Vehicle. Consignor hereby agrees to provide Clear Title or authorizes Consignee to contact any lien holder to verify lien payoff amount when consigned and when the unit is sold.
2. Consignor shall maintain all insurance on the Consigned Unit. Consignor agrees to hold harmless Consignee or their agents against any claims of risk or loss arising from the consignment. Risk of loss or damage to the Consigned Unit shall remain with the Consignor during the entire period of the consignment.
3. Consignor represents that the Consigned Unit: (i) has not been in any major accident, causing damage to the Consigned Unit's frame or other structural components; (ii) has never been in a flood or experienced other events of water damage; (iii) has not failed any emissions inspections in the last twelve calendar months; (iv) has never had a salvage title; and (v) is in good working order except as noted in this agreement or attached to this agreement.
4. Consignor hereby permits Consignee's employees or agents or third-party buyer to demonstrate and operate Consigned Unit.
5. Consignor will not market the Consigned Unit on any other marketing avenues including but not limited to: Television, RVTrader, RVT, Facebook, Craigslist, Newspaper/pamphlet ads, eBay, Radio, and others.
6. Consignor understands that Consignee has multiple locations and to better serve the Consignor(s), he/she/they hereby agrees that Consigned Unit may be moved to multiple locations.
7. Consignor understands and agrees that all items left or attached to the Consigned Unit will be sold or discarded with the Consigned Unit or must be removed prior to offering for sale.
8. Consignor agrees to the net amount of \$ _____ for the sale of the Consigned Unit
9. Terms of Consignment:
 - A. 90-day term of consignment.
 - B. If the Consigned unit is picked up prior to the end of the consignment term, consignor will be charged \$500 for the service inspection, cleaning, and marketing of the Consigned Unit.
 - C. This Consignment Agreement expires on _____ at which time a renewal can be discussed.
10. Consignment checks will be issued following the delivery of the Consigned Unit, subject to the clearing of the purchaser's funds. If a lien exists, the lien will be paid first, and any funds remaining will be issued following receipt of the title from the lien holder.
11. Consignor is responsible for all payments due to the lien holder until loan is paid in full.
12. All keys, remotes, manuals, and items necessary to the function of any feature of the Consigned Unit are to be provided and left with the Consigned Unit at time of consignment.
13. All personal belongings, including any items with personal information such as names and addresses should be removed from the Consigned Unit at time of consignment.
14. The parties agree to resolve any dispute, controversy, or claim arising out of or relating to the sale, service, or condition of the Consigned Unit (each a "Dispute") as follows:
15. The parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves, including than not fewer than one negotiation session attended by the General Manager for Consignee's location where the Consigned Unit was consigned and the Consignor.
16. If the parties cannot resolve any Dispute through negotiation and consultation within thirty (30) days after a party notifies the other of a Dispute, either party may submit the Dispute to any mutually agreed upon mediation service for mediation within the county where the Consigned Unit was consigned. Prior to any mediation of a Dispute relating to the returned condition on the Consigned Unit, Consignor shall produce the unit for a full inspection by Consignee or a mutually agreed upon third party. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.
17. If the parties cannot resolve a Dispute for any reason, within sixty (60) days after a party notifies the other of a Dispute, either party may file suit only in a court of competent jurisdiction in the State and County where the Consigned Unit was consigned.
18. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ADDITIONALLY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION.

19. EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL CONSIGNEE OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSIGNOR'S ATTORNEYS' FEES OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR WISE) UPON WHICH THE CLAIM IS BASED.

To complete the sale of your Consigned Unit, we will need the following signed documents and/or copies:

- This Consignment Agreement signed and dated.
- Government-issued photo ID of each person on the Title or Loan.
- Privacy Policy Form signed and dated.
- Registration of the Consigned Unit
- Special Power of Attorney
- Vehicle Bill of Sale
- Secure Power of Attorney (if motorized)
- Secure Odometer Disclosure (if motorized)
- Proof of valid Insurance, Consignor's insurance, covering liability, bodily injury, and property damage by third parties. **Vehicle failures occurring after Consignee takes possession of the Consigned Unit, including, but not limited to mechanical, electrical, or plumbing failures are the responsibility of the owner.**
- Payoff Authorization Form used to determine payoff at time of consignment and sale.
- Title of Consigned Unit (If no payoff/lien)
- Appraisal Form

List any damage or any items not in working order, or any special or extra equipment when delivered for consignment either here or on Appraisal Form:

The undersigned hereby agree to the terms of this Consignment Agreement and Consignor further agrees to provide the required documentation as listed above in this Consignment Agreement allowing Consignee to sell the Consigned Unit.

Consignor Signature:		Date:	
Consignor Signature:		Date:	
Kamper Korner (Consignee) Agent:		Date:	