



VEHICLE CONSIGNMENT SALE AGREEMENT

(Washington State – RCW 18.110 & RCW 46.70.028 Compliant)

This Vehicle Consignment Sale Agreement (“**Agreement**”) is entered into as of **[Date]** _____, by and between:

Consignor (Vehicle Owner):

Name: _____

Address: _____

Phone / Email: _____

and

Consignee (Dealer):

Legal Name: **EV Auto Group, LLC**

DBA (if applicable): Eco Auto NW

Washington Vehicle Dealer License No.: 17265

Address: 805 SW 10th ST Renton WA 98057

Collectively referred to as the “**Parties.**”

1. PURPOSE OF AGREEMENT

Consignor hereby delivers the vehicle described below to Consignee for the sole purpose of offering the vehicle for sale on consignment in accordance with RCW 18.110 and RCW 46.70.028. Title ownership remains with the Consignor until sale to a third party.

2. VEHICLE DESCRIPTION & LIEN DISCLOSURE

- Year: _____
- Make: _____
- Model: _____
- VIN: _____
- Mileage (approx.): _____
- License Plate (if applicable): _____

Consignor represents and warrants that they are the lawful owner of the vehicle and that the vehicle is free of all liens, encumbrances, and security interests except as disclosed below.



Lien Status (check one):

- No liens exist on the vehicle
- Vehicle is subject to a lien, disclosed as follows:

- Lienholder Institution Name: _____
- Loan / Account Number: _____
- Current Payoff Amount: \$ _____
- Per Diem Interest Amount: \$ _____

Consignor acknowledges and agrees that all lien information is subject to independent verification by Consignee, and that sale of the vehicle is contingent upon confirmation of payoff figures and the ability to deliver clear, transferable title. Consignee makes no guarantee of sale until lien terms are verified and accepted.

Consignor further agrees to cooperate fully in providing any additional documentation required by the lienholder or the Washington Department of Licensing to satisfy and release the lien at or prior to sale.

3. CONSIGNMENT TERM

The consignment term shall begin on **[Start Date]** _____ and continue until the earliest of:

1. Sale of the vehicle,
2. Written termination by either party pursuant to Section 10, or
3. ____ **days** from the start date.

4. LISTING PRICE & AUTHORITY TO SELL

- Agreed Minimum Sale Price (before fees/taxes): \$ _____
- Dealer Commission / Fee: \$ _____ or ____%
- **Pricing:**
 - >\$20,000: \$1,195
 - \$20,000-\$40,000: 6%
 - <\$40,000: 5%
 - **Fees:** Pick Up \$50, Full Detail \$195, Prem. Photo \$95

Consignor authorizes Consignee to market, advertise, demonstrate, and sell the vehicle at or above the agreed minimum price. Any reduction below the minimum price requires **written authorization** from Consignor.



5. DEALER TRUST OBLIGATIONS (RCW 46.70.028)

Pursuant to **RCW 46.70.028**, all proceeds from the sale of the consigned vehicle shall be held **in trust** for the benefit of the Consignor.

Within **ten (10) business days** of sale (or sooner if required by law), Consignee shall remit to Consignor:

- The net sale proceeds
- Less agreed commission and authorized expenses
- Plus a written accounting of the transaction

6. TITLE & TRANSFER

Consignor agrees to deliver valid, transferable title (or authorized power of attorney) at or before the time of sale. Consignee is authorized to process all paperwork necessary to complete the transaction in compliance with Washington Department of Licensing requirements.

7. CONDITION OF VEHICLE & DISCLOSURES

Consignor represents and warrants that:

- All known mechanical, cosmetic, electrical, accident, flood, salvage, or aftermarket modifications have been fully disclosed in writing.
- The vehicle is provided **“AS-IS”** unless otherwise stated in writing.
- Consignee makes **no warranty**, express or implied, regarding the vehicle’s condition or marketability.

Consignor acknowledges that aftermarket parts, prior accidents, or non-standard vehicle conditions may impact value, safety systems, or saleability.

8. LIABILITY, RISK & INDEMNIFICATION

Consignor retains ownership and bears all risk of loss until sale, except for loss caused by Consignee’s **gross negligence or willful misconduct**.

Consignor agrees to **defend, indemnify, and hold harmless** Consignee from any claims, damages, losses, fines, or liabilities arising from:

- Undisclosed defects or conditions
- Prior accidents or modifications
- Title defects or lien claims



- Misrepresentations by Consignor

9. INSURANCE

- Vehicle remains insured under Consignor's policy
- Vehicle insured under Dealer's garage policy (if applicable)

Consignor acknowledges that insurance coverage during consignment has been disclosed and agreed upon.

10. TERMINATION

Either party may terminate this Agreement with **written notice**. Upon termination, the Consignor shall retrieve the vehicle within ___ **days**. Storage or administrative fees may apply if not timely retrieved.

11. NO PARTNERSHIP OR AGENCY

This Agreement does not create a partnership, joint venture, or employment relationship. Consignee acts solely as a selling agent under Washington law.

12. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the **State of Washington**, including but not limited to **RCW 18.110** and **RCW 46.70.028**.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions. Any amendment must be in writing and signed by both Parties.

14. SIGNATURES

CONSIGNOR (Vehicle Owner):

Signature: _____

Printed Name: _____

Date: _____



CONSIGNEE (Dealer):

EV Auto Group, LLC

Authorized Signature: _____

Printed Name & Title: _____

Date: _____