

Mobility & More Consignment Agreement

WHEREFORE, _____, Consignor of certain (property, equipment, items) more particularly described hereinafter and Mobility & More Consignee for and in exchange of good and sufficient consideration and the mutual promises and undertakings set forth in this [Consignment Agreement](#) ("Agreement") do agree to the following:

1. **Ownership.** Consignor warrants, covenants and agrees that the (property, equipment, items) being sold (is,are) owned by Consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned (property, equipment, items). The parties agree that title to the consignment shall remain in Consignor until such consignment is sold in severable parts or in whole by Consignee.

2. **Description of Consignment.** Consignor agrees to deliver and Consignee agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this Agreement, the following described (property, equipment, items):

Consignor states and agrees that the description(s) of the consigned (property, equipment, items) is/are true and correct to the best of Consignor's knowledge and belief and further, that no undisclosed defects in such consignment are known to Consignor.

3. **(Non-Exclusivity or Exclusivity) of Agreement.** Consignee shall (have/not have) the exclusive right to market and sell the (property, equipment, items) described hereinabove.

Consignor shall (have/not have) the right to sell the (property, equipment, items) described hereinabove for his own account. If Consignor does sell the consignment listed in this Agreement, Consignee (shall/shall not) nonetheless be entitled to payment for the sale of such consignment on the terms and conditions of this Agreement.

4. **Price.** The offering price(s) (is/are) to be determined by Consignor. Consignee agrees to inform Consignor of bona fide offers to purchase the consigned (property, equipment, items) for prices less than the asking price set by Consignor. Consignor (reserves the exclusive right/grants the right to Consignee) to accept a price less than the offering price. Suggested Asking Price: _____

5. **Time of Payment(s) to Consignor.** Consignor agrees that Consignee shall require and receive full payment on the sale of the consigned (property, equipment, items) prior to any obligation of Consignee to remit payment to Consignor for the same. Upon receiving full payment for such sale, Consignee shall remit, in United States currency or a check drawn on a United States bank, the amount due to Consignor under this Agreement no later than the day of the month following the date of such full payment. It is agreed that full payment shall be construed to mean and include ten (10) days for the clearing of any monetary instrument by Consignee's bank.

6. **Amount(s) of Payment(s) to Consignor.** Consignor and Consignee that an amount of 70% of the selling price as set and agreed to by Consignor shall be due and payable to Consignor for the upon the sale of the (property, equipment, items) subject to this Agreement. The parties agree that Consignee (may/may not/shall not) withhold and retain the 30% commission due Consignee from the amount to be remitted to Consignor under Article 5 of this Agreement upon the sale of the consigned (property, equipment, items).

7. **Termination of this Consignment Agreement.** Consignee may terminate this Agreement at any time by returning to Consignor any or all of the unsold (property, equipment, items) which is/are the subject of this Agreement. Consignor may terminate this Agreement at any time so long as such termination is made before the sale of (property, equipment, items) which is/are subject to this Agreement. The expense of delivery of any unsold (property, equipment, items) shall be paid by the party terminating this Agreement. Prior notice of termination (shall/shall not) be required of a terminating party. (If required, notice shall be in writing, by fax, by registered mail, etc. days before deemed effective)

8. **Operation of Consignee's Business.** Consignee shall have the exclusive right to determine the business operation and management of its premises. Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees or agents.

9. **Advertising.** Consignee (may/may not) use Consignor's name or other identifying information in the advertising, promotion and sale of the consigned (property, equipment, items).

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

11. **Construction.** This Agreement shall be construed and governed according to the laws of the State of North Carolina.

12. **Waiver.** Waiver, forbearance, course of dealing or trade usage shall not affect the right of a party to demand performance of any term or condition of this Agreement.

AGREED AND EXECUTED, date: _____, 20_____ .

Consignor Signature: _____

Address: _____

Phone Number: _____

Consignee Signature: _____

Mobility & More
251 N. Trade St.
Matthews, NC 28105
704-821-7777