

Exclusive Consignment Agreement for the Sale of a Motor Home

This agreement made by and between the Owner and Randy Dupree of Buy Bye Blue Bird Division of Dupree Unlimited, Inc. of Archer, FL.

In consideration of the Agent's best efforts to find a purchaser for the motor home hereinafter described, the undersigned Owner hereby gives to Agent the right to sell the motor home for the period hereinafter listed.

The parties further agree as follows:

1. Randy Dupree is hereby authorized to negotiate for the sale of and to sell said motor home and Owner agrees to pay Randy Dupree the commission hereinafter stated in U.S. funds based upon the actual sale price of the motor home.
2. Owner shall keep the motor home fully insured in Owner's name against all probable risks, including but not limited to fire, theft and property damage, while being marketed by Agent. All risk of loss is held by Owner.
3. Agent is authorized on behalf of Owner to accept the offer of any purchaser which shall be in accordance with the terms and conditions of this agreement and to execute a contract of sale hereinafter.
4. The right to advertise said motor home for sale is granted to Randy Dupree which may be done by insertion of ads in newspapers, magazines, or by any other such means of advertising desired by Randy Dupree.
5. While this agency agreement continues, Owner agrees not to give any other firm, agent or person the authority to sell or negotiate for the sale of said motor home. Owner retains the right to sell the motor home through the use of the Owner's own efforts, excluding National and internet advertising.
6. Owner agrees to deliver said motor home to purchaser free and clear of all taxes and assessments. Owner warrants that said motor home is free and clear of all personal property judgments or liens or encumbrances other than as indicated.
7. It is expressly agreed between the parties that the title to the motor home, or to the proceeds, shall always be vested in the Owner and that the motor home shall pass directly from the Owner to such person or persons to whom the motor home shall be sold and in the manner and upon the terms set forth herein.
8. At time of sale, the purchaser shall pay the purchase price to the Owner direct, and the Owner shall pay to Randy Dupree his commission and any agreed upon expenses.

9. This agreement shall be construed according to the laws of the State of Florida and the parties agree that litigation with respect to this contract shall be filed in the Circuit Court of Alachua County, Florida. Owner agrees to pay agent's cost and expenses, including attorney's fees, in enforcing this agreement.

Date of this agreement: _____, 200__

Motor Home:

Year _____ Make _____ Model _____

License# _____

Lien Holder: _____

Asking price (Includes Commission): _____

Commission Rates: Up to \$50,000=\$1000, \$50,000 to \$100,000=\$2000, Over \$100,000=\$3000

Commission Term Payable upon the Owner's Receipt of Payment for Motor Home.

NADA Wholesale Price: _____ Retail Price: _____

Term of Agreement: **Until Cancelled by Owner**

Owner Signature: _____

Printed Name: _____

Owner Signature: _____

Printed Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone#: _____ Ph#: _____

Cell#: _____ Cell#: _____

Buy Bye Blue Bird, Div. of Dupree Unlimited, Inc.

Agent: Randy Dupree, Pres.

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