



Utah State Tax Commission
**Consignment Charges Agreement
 For Motor Vehicle Sales**

TC-120
Rev. 3/02

Consignor defined: a person who places a vehicle with a consignee for consignment sale.

Consignee defined: a dealer who accepts vehicles for sale under an agreement that the dealer will pay the consignor for any sold vehicle and will return any unsold vehicles.

The rights and duties of consignors and consignees for consignment sales of vehicles:

- A consignor may take possession of his consigned vehicle at any time that vehicle is in the possession of a consignee, if the consignor has notified the consignee of this in writing and has paid all outstanding charges to which he has agreed.
- A consignee who sells a consigned vehicle shall report the exact selling price of the vehicle to the consignor in writing if the consignor and consignee have agreed in writing that the consignor shall receive a percentage of the selling price, or have renegotiated in writing the selling price of the vehicle.
- Upon selling a consigned vehicle, the consignee shall, within seven calendar days of the date of sale, give written notice to the consignor of the sale. In addition, the consignee shall remit the payment received to the consignor within 21 calendar days of the date of sale, or within 15 calendar days of receiving payment in full for the vehicle, whichever is earlier, unless the purchase agreement is rescinded before the expiration of 21 days.
- If the purchase is rescinded before the expiration of 21 calendar days after the date of the sale, the consignee shall, within five calendar days, give written notice of the rescission to the consignor.
- Vehicles on consignment shall be driven with the consignee's dealer plates after removal of all other plates and permits. Prior to driving a consigned vehicle on the consignee's dealer plates, however, both parties shall indicate on the consignment agreement the party responsible for damage or misuse to the vehicle, and the permitted uses the consignee may make of the consignment vehicle.
- This form and the consignment agreement shall be kept on file by the consignee at his principal place of business.

Vehicle Description

Year	Make	Model	VIN	Color	Odometer reading
------	------	-------	-----	-------	------------------

The consignor and consignee agree to the following: (please fill in as appropriate)

Party who is responsible for damage or misuse of vehicle: Consignor Consignee

Permitted uses of vehicle while it is consigned:

Conditions/comments or other charges, if any:

Selling price (applicable only if the vehicle is sold) \$ _____

Selling fee (applicable only if the vehicle is sold) \$ _____

Consignor's fee or percentage of selling price (applicable only if the vehicle is sold) % _____

Signature of consignor	Signature of consignee	
Date	Date	Dealer number
Telephone number	Dealer name	