

DPSMV 1990 — Consignment of Motor Vehicle: a filled-in example. Amber is what you write; grey is a block somebody else completes. The line-by-line notes follow. [Back to the walkthrough](#)

**LOUISIANA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF MOTOR VEHICLES**

CONSIGNMENT OF MOTOR VEHICLE

DEALER'S NAME AND ADDRESS

Pontchartrain Auto Sales

3915 Veterans Memorial Blvd

Metairie, LA 70002

BUSINESS TELEPHONE NO:

(504) 555-0132

CONSIGNOR'S NAME AND ADDRESS

Roselle M. Boudreaux

3427 Government St

Baton Rouge, LA 70806

HOME TELEPHONE NO: BUSINESS TELEPHONE NO:

(225) 555-0177

I, Roselle M. Boudreaux

CONSIGNOR

hereby agree and consign the following motor vehicle:

YEAR	BODY STYLE	MAKE	LICENSE NO.	MOTOR NO.
<u>2012</u>	<u>4-Door Sedan</u>	<u>Honda</u>	<u>QDT 913</u>	<u>1HGCP2F30CA150826</u>

which motor vehicle is licensed in the state of Louisiana through 20 27, and has an odometer reading of 141,022,

to Pontchartrain Auto Sales, hereinafter referred to as agent, for a term of 90 days commencing on the 3rd day of September, 20 26. I agree that an inspection of the vehicle by the agent produced the

following defects being noted as existing at the time the vehicle was placed with the agent:

Front bumper scuffed, near-side mirror cracked, rear tyres worn to the wear bars.

No other defect noted at the time of delivery.

By the terms of this consignment contract, I agree that at the consummation of the sale, I shall pay to consignee a commission fee based on a percentage of the sales price of the motor vehicle as set forth below:

SALES PRICE	COMMISSION
<u>\$6,000 and above</u>	<u>12% of the sales price</u>

In addition, in consideration of consignee placing the above captioned vehicle on its sales lot, I agree to pay the consignee a

nonrefundable consignment fee of \$ \$250.00, upon delivery of said vehicle to consignee. I agree that this consignment fee is nonrefundable whether the consignment agreement reaches the desired result of a sale of the motor vehicle or not. I understand that I shall not receive a credit in the amount of this consignment fee on the commission due to the consignee in the event this agreement produces the desired result of a sale of the motor vehicle.

I, as consignor, warrant to the consignee and purchaser that I will deliver a merchantable title which is free of any and all mortgages, liens, or debts encumbering the vehicle at the time of the act of sale.

The minimum acceptable sale price for the above captioned vehicle is \$ \$6,000.00

The captioned motor vehicle is free and clear of all mortgages, liens and debts except for:

DESCRIPTION OF INDEBTEDNESS	OWED TO (Holder of Indebtedness)	AMOUNT OWED
<u>None</u>	<u>None</u>	<u>\$ 0.00</u>

as of the September day of 3rd, 20 26, I as consignor agree to fully liquidate said debt prior to or simultaneously with the execution of an act of sale on said vehicle. I agree to deliver a clear title and certificate of registration to agent in accordance with any pertinent laws and/or regulations governing the sale of a motor vehicle in the State of Louisiana.

I, as consignor, agree that Pontchartrain Auto Sales nor any owner, agent or employee thereof is not liable for theft, vandalism or damages of any kind or nature whatsoever which might occur to said motor vehicle while in its possession. I further

agree that Pontchartrain Auto Sales may allow prospective purchasers of the vehicle to test drive the vehicle. I, as consignor, agree to provide a certificate of insurance guaranteeing maintenance of liability insurance in the minimum amounts of \$5000/\$10,000/\$5000 and to maintain collision coverage on the motor vehicle while it is in the agent's possession.

I, as consignor, agree that in the event Pontchartrain Auto Sales elects to accept a trade-in as part of the agreed sales price of the consigned vehicle, to sell said vehicle to Pontchartrain Auto Sales for a price not more nor less than the agreed upon minimum sales price less the specified commission per this contract.

I, as consignor, agree that Pontchartrain Auto Sales has no ownership in the said motor vehicle, unless purchased as described in the preceding paragraph, and will make no warranty of any kind or of any nature with respect to the motor vehicle to purchaser. I also agree to hold Pontchartrain Auto Sales free and harmless from any liability, cost or attorney fees involved in any action in warranty brought against them.

WITNESS	CONSIGNOR
WITNESS	CONSIGNEE (President)
NOTARY'S SIGNATURE	NOTARY'S PRINTED NAME/NUMBER

I, as consignee, hereby warrant title to any purchaser of said vehicle free of all mortgages, liens and debts.

I, as consignor, agree to accept the above mentioned minimum sales price of \$ \$6,000.00 less the designated commission owed to Pontchartrain Auto Sales for my motor vehicle per this contract.

WITNESS	CONSIGNOR
WITNESS	DATE
NOTARY'S SIGNATURE	NOTARY'S PRINTED NAME/NUMBER

How to fill out DPSMV 1990 — Consignment of Motor Vehicle

sellmycarhub.com

Louisiana · written against DPSMV 1990 (04/09), issued under R.S. 32:705(A)(4), sale of a consigned vehicle by a dealer [/forms/louisiana/dpsmv-1990-consignment-of-motor-vehicle/](https://forms/louisiana/dpsmv-1990-consignment-of-motor-vehicle/)

The other way to sell a car in Louisiana: leave it on a dealer's lot with the title still in your name and let them find the buyer. This is the contract the state approves for it, and it matters beyond the commission, because a dealer selling a consigned vehicle may reassign your existing certificate straight to the buyer rather than titling it in the dealership's name first - but only where there is a written agreement on a form provided or approved by the commissioner, and this is that form.

This sheet is not the form. Download the blank DPSMV 1990 from the Louisiana Office of Motor Vehicles at <https://public.powerdms.com/LADPSC/documents/353084?f=DPSMV-1990.pdf> — always take the current revision from the agency rather than a copy. Print this and keep it beside you while you complete theirs.

Every line, in the order you meet it

1	DEALER	Dealer's name and address	The left-hand block at the head of the sheet, three rules and a business telephone number. Watch out: Check the dealership's licence is current before you sign anything. A vehicle sold by a dealer whose licence had expired on the day is processed by the OMV as a multiple transfer, with tax and fees charged on each assignment.
2	YOU	Consignor's name and address	The right-hand block, mirroring the dealer's, with home and business phone numbers under it. Watch out: Your name here has to match the name on the face of the certificate exactly. You are the person warranting title further down the page, and a mismatch makes that warranty somebody else's.
3	YOU	Motor No.	The last column of the vehicle table, after Year, Body Style, Make and License No. Watch out: It means the VIN. Older OMV forms use motor number and serial number interchangeably for it, and the seventeen characters off the title are what belongs in the box.
4	YOU	for a term of __ days	Midway through the line that names the agent, with the commencement date after it. Watch out: Put a number in it. This is the only thing on the contract that gets your car back if the dealer does not sell it, and an open-ended term with a nonrefundable fee already paid is the worst of both.
5	YOU	Sales price and Commission	A two-column table under the paragraph about commission at the consummation of the sale. Watch out: The commission is a percentage of the sale price, so a scale with bands in it is worth reading carefully - a lower band that pays a higher percentage can net you less on a cheaper sale than a flat rate would.
6	YOU	nonrefundable consignment fee of \$	A single box in the middle of a long printed paragraph. Watch out: The paragraph says three separate things about this money: it is due on delivery, it is not refundable whether the car sells or not, and it is not credited against the commission. A dealer describing it as a deposit is describing something the contract does not say.
7	YOU	The minimum acceptable sale price	One box in a sentence of its own, above the indebtedness table. Watch out: This is your floor and the contract binds the dealer to it even where a trade-in is taken as part of the price. Set it at what you would actually accept, not at what you hope to get.
8	YOU	Description of indebtedness	Three columns - description, holder, amount owed - with a date underneath for liquidating it. Watch out: Fill it in honestly or write None. The paragraph above warrants a merchantable title free of all mortgages at the time of the act of sale, and a lender you did not mention is a warranty you have already broken.

What gets this one rejected

- The minimum acceptable sale price left blank, which turns a floor into a suggestion.
- The defects rules left empty on a vehicle that has any. Silence here reads as a car handed over undamaged.
- A term of days left open. The contract has no end date without it and the vehicle sits on the lot indefinitely.
- A notary block signed with no printed name or number beside it - and the label on this form asks for both, in one box, in the words Notary's Printed Name/Number.
- The indebtedness table left blank where a lender is still recorded on the title. You are warranting a clear title in the paragraph above it.
- Only one owner signing as consignor where the certificate names two joined by AND.

☒ Amber is what you write ☐ Grey is a block somebody else completes The filled-in example is at the start of this sheet.