



CONSIGNMENT AGREEMENT

Agreement made this _____ day of _____ 20____ by and
 between _____ (hereinafter referred to as “Consignor”)
 located at _____
 and _____ (hereinafter referred to as “Consignee”)
 located at _____.

Consignor and Consignee agree as follows:

1. The Consignor consigns and delivers possession of the following instrument to Consignee:

Instrument _____ Make _____

Model _____ Model # or Serial # _____

2. Consignee accepts possession of Consignor’s instrument on consignment and will attempt to sell the instrument at a price of no less than \$_____. Consignee shall have the final approval of any proposed sale of the instrument. This agreement is effective and valid for 180 days from the date of this agreement. The terms of this agreement are that the Consignee shall return the instrument to the Consignor, or, enter into a new agreement at the termination of this consignment agreement.

3. Consignor warrants that the instrument is free of any physical or mechanical defects except as follows:

4. Consignee shall be able to collect deposits from buyers toward the purchase of the instrument. Consignee agrees to pay to the Consignor all proceeds due, within 30 days after the date of sale. Consignor agrees that the Consignee will **EITHER** (A) deduct a commission in the amount of _____ % (percent) of the purchase price upon sale of the instrument, **OR** (B) pay to Consignor \$_____ upon sale of the instrument. In this agreement, a “sale” occurs when the Consignee: (I) receives the purchase price, or (II) when the purchaser takes delivery of the instrument, whichever comes first. Within 30 days after the sale, the Consignee shall make an accounting to the Consignor of the following: (i) date of sale and (ii) final purchase price [if using option “A” above only]. If the Consignee finds a buyer for the subject instrument and the Consignor circumvents or goes around the Consignee in an attempt to avoid payment of the commission to the Consignee, by selling to a customer developed by the Consignee, this will be treated as a sale and the above commission will be due and payable to the Consignee. A sale by the Consignor or any person or firm other than

the Consignee, during the duration of this contract with assistance of the Consignee will also be treated as a sale and the above commission will be due and payable.

5. Consignee may, at any time, demand that the instrument be removed from Consignee's premises upon 48 hour notice to Consignor.

6. Consignee does maintain fire and theft insurance in a limited amount on consigned instruments. Consignor is advised to maintain comprehensive and liability insurance in addition or in lieu thereof while the instrument is in Consignee's possession at the expense of the Consignor.

7. Should Consignor wish to remove the instrument from Consignee's premises, we require at least 5 days notice. The instrument can then be removed between 10 a.m. and 6 p.m. Monday thru Saturday. Removal of the instrument by the Consignor from the Consignee's premises will constitute a termination of this consignment agreement.

8. The consigned instrument is delivered to Consignee in trust for the exact terms set forth in this agreement. The Consignee agrees to receive this instrument in trust and not to permit its use for any other purpose than what is contained in this agreement without the express written consent of the Consignor.

9. Consignor hereby promises to defend, indemnify and hold harmless Consignee, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any instrument taken by Consignee on consignment. The indemnification language contained in this agreement shall survive the termination of this agreement.

10. This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes any prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendments of this agreement shall be binding unless it is executed in writing by each of the parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below:

[Consignor]

[Date]

[Consignee]

[Date]