



CONSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") made on this _____ day of _____, 20____ by and between _____ of _____ (the "Consignor") and _____ of _____ (the "Consignee").

WHEREAS, the Consignor desires to consign to the Consignee certain goods set forth on the attached Exhibit A (the "Consigned Goods"), for the purpose of facilitating a sale of the Consigned Goods by the Consignee; and

WHEREAS, the Consignee desires to accept delivery of the Consigned Goods and to make necessary payment to the Consignor upon the use of such goods on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereto both acknowledge, the Consignor and the Consignee hereby agree as follows:

1. Consignment of Goods

The Consignor shall deliver the Consigned Goods for consignment to the Consignee's Premises. Upon delivery, the Consignee shall accept delivery of the Consigned Goods. The Consigned Goods shall remain the sole property of Consignor until sold.

Consignee hereby acknowledges that it takes possession of the consigned goods only on a consignment basis and it does not acquire any property right or security interest in such Consigned Goods. The consignor's consignment is not a consignment intended as a security.

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2. Title

The title to and property of the Consigned Goods shall remain with the Consignor until such time as the Consigned Goods are purchased.

3. Premises

The Consignee at its own cost and expense agrees to keep and display the Consigned Goods in the following premises _____ (the "premises"). The Consignee shall store the Consigned Goods at its premises so as to be at all times segregated from all of the other inventory and shall clearly indicate that the Consigned Goods are the property of the Supplier. Upon any demand by Consignor, Consignee will be responsible to return the Consigned Goods in good order and condition.

4. Sale of the Consigned Goods

The Consignee agrees to use its best efforts to sell the goods on behalf of the Consignor on such terms, and at such prices as shall from time to time be designated by the Consignor.

5. Payments

The Consignee agrees, upon sale, to receive the sale proceeds due to the Consignor and to deliver the sales proceeds, after deducting of all commission, to the Consignor together with an accounting within _____ days of the said sale.

6. Commissions

The Consignee agrees to accept as full payment a commission equal to _____ % of the gross sales price exclusive of any sales tax.

7. Inspection

The Consignee agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods. The Consignor or any of its representatives may once in a month take an inventory of the Consigned Goods in order to determine the Goods, which have been used, damaged, destroyed or otherwise removed from the Premises.

8. Term

This Agreement shall commence on the _____ day of _____, 20____ and continue for a period of twelve (____) months, with the option to extend for additional twelve (12) month period upon mutual acceptance.

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9. Independent Contractor

The Consignee is, and shall remain, an independent contractor selling to third-party buyers the Consigned Goods. The Company does not appoint the Consignee as its agent or authorize the Consignee to hold itself out as its agent and does not convey to the Consignee any property interest in the Company’s corporate name, trademarks, or goods.

10. Assignment

Consignor shall not assign any of their rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Consignee and any attempt by Consignor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

11. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party’s regular business hours or by facsimile before or during receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Consignee:

Consignor:

12. Governing Law

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Florida, USA.

13. Dispute Resolution

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All disputes under this Agreement shall be settled by arbitration in _____ before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

14. Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

15. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO CONSIGNOR DURING THE _____ MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CONSIGNEE.

16. Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

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17. Entire Agreement; Amendment

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

18. Waiver

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

19. Captions

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

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