

## Consignment Agreement

Agreement made, effective as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, subsequently referred to as "Principal", and Specialty Vehicle Services, of W196 S8406 Plum Creek Blvd., Muskego, Wisconsin, subsequently referred to as "Consignee".

### RECITALS

The parties recite and declare:

- A. Principal conducts a business described as follows: \_\_\_\_\_.
- B. Principal desires to arrange for the sale of its used \_\_\_\_\_ ("Specialty Vehicle") throughout the United States and worldwide. This agreement shall encompass the marketing and sale of the aforementioned Specialty Vehicle only.
- C. Consignee has agreed to undertake the marketing of Principal's Specialty Vehicle on the terms set forth in this agreement.

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Appointment. Consignee shall have the right to market the Principal's Specialty Vehicle throughout the United States and other Countries during the term of this agreement.

### 2. Delivery of Merchandise.

- A. Principal shall release to the purchasing party ("Purchaser") such specialty vehicle that Consignee requires for sale from its place of business at \_\_\_\_\_.
- B. The Purchaser of such merchandise shall pay all charges incurred to move the Specialty Vehicle to Purchaser's place of business.

### 3. Sale of Merchandise.

- A. Consignee shall devote its best efforts to the marketing of Principal's merchandise throughout the territory referred to above.
- B. All sales shall be made directly between Principal and Purchaser for cash. Principal may make credit sales on terms, which Principal may approve prior to such sales.
- C. Principal shall fix final sales price.
- D. Consignee shall not market Principal's Specialty Vehicle at less than the authorized prices, which will be reflected in price schedules that will be furnished to Consignee from time to time.

#### 4. Compensation.

- A. Consignee shall be paid an amount equal to ten-percent (10%) of the total final price upon sale.
- B. Principal shall pay Consignee within ten (10) days from receipt of sale proceeds of the Specialty Vehicle.
- C. Principal shall provide evidence of final sales price in the form of verified bill of sale, payment check or bank transfer from Purchaser. Consignee reserves the right to validate stated sales amount using any or all means available to it.

#### 5. Management of Consignee's Business.

- A. Consignee shall have entire charge of the management and operation of its business; it shall furnish all marketing methods, and hire and pay the wages of all assistants and employees required for the operation of its business.
- B. Principal reserves no supervision or control over Consignee in the facilities, employees, and methods to be used and employed by Consignee in carrying out the purposes of this agreement, and shall in no event be responsible for negligence of Consignee or Consignee's employees.

6. Title to Merchandise. Consigned merchandise shall remain the property of Principal until sold in the regular course of business.

7. Employee Benefit Payments. Consignee shall and does accept full and exclusive liability for the payment of any and all premiums, contributions, and taxes for workers' compensation insurance, unemployment insurance, and for pensions, annuities, and retirement benefits, now or later imposed by or pursuant to federal and state laws, which are measured by the wages, salaries, or other remuneration paid to persons employed by Consignee in connection with the performance of this agreement. Consignee shall indemnify Principal against any and all liability for any premiums, taxes, or contributions respecting consignee's employees that may be assessed against Principal. Consignee shall enter into any agreement that has been or may later be prescribed by any federal or state governmental body or authority to effectuate the above-stated purposes.

8. Termination. This agreement is not assignable and may be terminated by either party on thirty (30) days' written notice to the other.

9. Governing Law. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

10. No Waiver. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving any terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

11. Arbitration of Disputes. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this agreement are subject to binding arbitration.

Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Subsequently, arbitration shall be conducted by three arbitrators acting under the rules of commercial arbitration of the American Arbitration Association.

12. Attorney Fees. In the event that any demand for binding arbitration is filed in relation to this agreement, the unsuccessful party in the arbitration shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

13. Effect of Partial Invalidity. The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and affect as if both parties subsequent to the expungement of the invalid provision had executed them.

14. Entire Agreement. This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

15. Modification of Agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement should be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

18. Signatures. In witness of the above, each party to this agreement has caused it to be executed at Specialty Vehicle Services in Muskego, Wisconsin on the date indicated below.

PRINCIPAL

CONSIGNEE

Signature: \_\_\_\_\_

Signature: 

Printed Name: \_\_\_\_\_

Printed Name: *Michael Swendrowski*

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: *President*