

Consignment Agreement Date _____.

Agreement made by and between

Consignor and DOGFACE EQUIPMENT SALES LLC



The terms of consignment are:

1. Consigned goods (the "Goods") are described below:

Make _____ Model : _____

Serial # _____ Year _____

2. Consignor agrees to make available at DOGFACE EQUIPMENT SALES LLC at 2153 Warm Springs Road Salt Lake City, Utah 84116, for sale the above-described Goods for a period of 30 DAYS calendar days beginning _____. THRU. _____. Thereafter, if DOGFACE EQUIPMENT SALES LLC and Consignor agree in writing, the term may be extended, as agreed by the parties.
3. DOGFACE EQUIPMENT SALES LLC will acknowledge receipt of Goods as described above with an In Memo. Said Goods shall remain at the property of DOGFACE EQUIPMENT SALES LLC until sold. The rights granted to DOGFACE EQUIPMENT SALES LLC under this Agreement to market and sell the Goods are exclusive, including the right of exclusive listings on the internet.
4. DOGFACE EQUIPMENT SALES LLC agrees to use its best effort to sell the Goods for \$ _____, or such other amount as agreed to in writing by DOGFACE EQUIPMENT SALES LLC and Consignor.
5. Consignor agrees to pay to DOGFACE EQUIPMENT SALES LLC a commission equal to 8% of the gross sales price, exclusive of any sales tax, which commission shall be deducted by DOGFACE EQUIPMENT SALES LLC from the sales proceed prior to delivery of sales proceeds to Consignor.
6. Any and all repairs agreed upon between the Consignor and DOGFACE EQUIPMENT SALES LLC shall be at the expense of Consignor and will be invoiced by DOGFACE EQUIPMENT SALES LLC at standard shop and parts prices. All such charges are due and payable by Consignor upon invoice.
7. Consignor assumes all risk of loss and liability for all Goods while in the possession of DOGFACE EQUIPMENT SALES LLC. Consignor shall indemnify, defend and hold harmless DOGFACE EQUIPMENT SALES LLC, its agents, officers, and employees, from all claims, liabilities, damages, loss or injuries or death to persons or property arising out of the use, possession or transportation of the Goods, or the actions of Consignor, or Consignor's agents, officers, or employees, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of DOGFACE EQUIPMENT SALES LLC. Consignor at Consignor's own expense will carry general liability insurance with limits of liability not less than \$500,000 per person and \$500,000 per occurrence for bodily injury, including death, and \$500,000 each occurrence for property damage. Consignor agrees to furnish a certificate of insurance evidencing its compliance with the foregoing requirement to DOGFACE EQUIPMENT SALES LLC. Consignor is also responsible for any physical damage & theft insurance on the equipment while it is in the possession of DOGFACE EQUIPMENT SALES LLC.

Consignor warrants that Consignor owns the Goods and has the right to sell the Goods and to transfer possession of the Goods to DOGFACE EQUIPMENT SALES LLC. Consignor further warrants that the Goods are free from all liens or encumbrances, except as disclosed as follows: Name of Lien Holder: _____. Total Amount Owed to Lien Holder: \$ _____.

8. Proceeds from the successful sale of this consignment, less commission, less amounts owing to any lien holders and less any other amount owed DOGFACE EQUIPMENT SALES LLC, will be delivered to Consignor with an accounting, within 30 days of said sale.
9. If the Goods are not sold during the term of this Agreement, or any agreed-upon extension of the term, the Goods shall be released to Consignor and Consignor shall remove the Goods at the expense of Consignor.
10. DOGFACE EQUIPMENT SALES LLC agrees to permit the consignor to enter the premises at reasonable times to examine and inspect the consigned goods.
11. The relationship of the parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency, franchise, business opportunity or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall make or authorize any representation to the contrary.
12. Consignor Company This Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of law provisions. Any action relating to this Agreement brought by either party shall be filed in the courts of the state of Utah, or in the United States District Court for the District of Utah, and the parties hereby submit to the jurisdiction of said courts with respect to any such action or proceeding, with venue also to be in the State of Utah.
13. Should either party incur attorneys' fees or costs in order to enforce the terms and conditions of this Agreement, whether or not a legal action is instituted, the party not in default shall be entitled to reimbursement of such attorneys' fees and costs, in addition to any other rights or remedies either party may have at law or in equity.
14. This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party. This Agreement is binding and constitutes the entire agreement between the parties with respect to the subject matter addressed herein, and all other prior and contemporaneous agreements, whether written or oral, as may relate to the same, are hereby superseded. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement is personal and the rights and duties hereunder may not be assigned or otherwise transferred without the written approval of the other party. This Agreement shall be binding upon the parties and their heirs, successors, assigns, estates, transferees, grantees and legal representatives. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof.

Consignee
DOGFACE EQUIPMENT SALES LLC

By Tom Ramsey Owner: _____

Consignor Company

By: _____

Date _____