

CONSIGNMENT AGREEMENT

This agreement is made by and between _____ ("Seller") and Cleaning & Restoration Supply("Company").

WHEREAS Seller wishes to sell those items described below (the "Goods") by consigning said Goods to Company for sale; and WHEREAS, Company wishes to attempt to sell the Goods through its own sales efforts; THEREFORE, the parties agree as follows:

1. Pricing. Company will make commercially reasonable efforts to obtain the highest reasonable possible price for the Goods and, in any event, will accept no less than the minimum price set forth by the seller (see below) as the minimum sale price for the Goods. Any decrease in the sales price must be approved by the seller beforehand.

2. Display. Company agrees to display the Goods in a prominent place at Company's primary business location during normal business hours.

3. Insurance. Seller maintains and will maintain adequate insurance for theft and damage, sufficient to protect the Goods while in Company's possession. ____ **Sellers Initials**

4. Payment to Company. Company will be entitled to retain (see below)% of the sale price for all Goods sold pursuant to this Agreement (the "Commission"). Within ten (10) days after completion of a sale, Company shall forward a check for the amount of the full sale price, payable to Seller, less the Commission earned by Company, to Seller at the address set forth for Seller on the signature line hereof.

5. Consignment Period. The consignment period begins upon delivery of the Goods to Company and will terminate on

_____. The seller agrees to not make any attempt to sell the Goods apart from the company during the active consignment period, nor to accept any payment for the goods during the active consignment period. In the event the seller has retained possession of the goods during the active consignment period and does sell the goods directly to a buyer, the commission will still be owed to the Company. In the event the seller accepts payment for the goods while still in the Sellers passion during the active consignment period, the Goods will not be released until the commission is paid in full.

6. Delivery of Goods. Seller will deliver or arrange for the delivery of the Goods to Company by _____, and in the

event there are shipping and handling charges for the Goods, they are to be paid by Seller. Company will not be held responsible for loss or damage to the Goods prior to delivery.

7. Return of Goods. All Goods remaining unsold by the end of the consignment period are to be returned to the Seller, and if the Seller desires to re-consign the Goods, then a new consignment agreement will be necessary.

8. Disputes. All unresolved issues between the Company and Seller will be resolved in the county of Multnomah, City of Portland. All court costs and attorney fees will be the responsibility of the seller, in the event of legal disputes in a court of law.

CONSIGNMENT AGREEMENT

9. Fees. Fees are charged as a percentage of the actual sales price of the goods and any repair labor/parts cost are also held back from the consignment proceeds. Fees for sales of goods are as follows:

- TRUCKMOUNTS WITH VANS COMBINED: 20% of actual sales price
- TRUCKMOUNT UNITS ONLY : 25% of actual sales price
- EQUIPMENT & ACCESSORIES : 25% of actual sales price
- ALL ITEMS UNDER \$500* : 30% of actual sales price

DESCRIPTION OF GOODS

_____ Selling Price _____ Consignment percentage _____

_____ Selling Price _____ Consignment percentage _____

_____ Selling Price _____ Consignment percentage _____

Authorized Rep for Seller _____ Print Name _____ Date _____

Address for Consignment Proceeds _____

Authorized Rep for CRS _____ Print Name _____ Date _____