



AvSwap Seller's Consignment Agreement
Idaho Aviation Festival
March 10-11, 2006
Boise Centre on the Grove

THIS AVSWAP SELLER'S CONSIGNMENT AGREEMENT is entered into between the Idaho Division of Aeronautics, collectively referred to as AVSWAP, and the undersigned Seller/Consignor, hereinafter referred to as Consignor. This Seller's Consignment Agreement shall begin on the date the Consignor executes the Agreement and shall remain in full force and effect until June 11, 2006 unless sooner terminated by either party in writing.

Under this Seller's Consignment Agreement the Consignor agrees and accepts the following operational procedures for participation in AVSWAP. Further, AVSWAP accepts the products identified below for sale subject to the following operational procedures.

1. The Consignor is responsible for the completion of the entire inventory tag and for the attachment of the inventory tag to each product.
2. The service and handling fee shall be \$1.00 per item, paid by the Consignor at the time the product is delivered and put into inventory for sale.
3. The sales commission of 10% of the overall total sold will be deducted from the proceeds at point of settlement.
4. The price the Consignor establishes and indicates on the inventory tag shall be the price charged for the product. AVSWAP will not have the right to negotiate the price of any item without permission from Consignor.
5. AVSWAP will provide a place to display the products under this Seller's Consignment Agreement. AVSWAP will endeavor to provide security for the products under this Seller's Consignment Agreement, however, the Consignor accepts and agrees AVSWAP will not be held responsible for the loss of any product damaged, stolen, taken, or removed from the AVSWAP premises. Further, the Consignor accepts and agrees they are consigning their products totally at his/her own risk.
6. The Consignor hereby accepts and agrees to completely and totally indemnify, hold harmless, protect and defend the Idaho Division of Aeronautics including their directors, officers, shareholders, members, event managers, and volunteers from and against any claim, cost, expense, or liability (including actual attorney's fees, court costs, and other incidental costs of litigation), based upon any claimed injury, death and/or property damage arising as a result of, or alleged to be attributable to, or incidental to, possession by AVSWAP for the distribution, sale, use and/or placement into the stream of commerce of any product of the Consignor to be sold by AVSWAP.
7. Consignor warrants to AVSWAP that they are the owner of the products or have the authority of the product owner to consign the products
8. All sales of products under this Seller's Consignment Agreement will be final and without warranties, implied or otherwise.
9. Consignor is responsible for any and all false statements regarding the condition of the products under this Seller's Consignment Agreement.
10. The Consignor agrees no products will be sold while unloading or tagging products and further agrees products will not be removed from AVSWAP for the purpose of sale to someone outside of the AVSWAP premises.

11. The operations hours of AVSWAP shall be:

Check-In:	Thursday	March 9, 2006	12:00 pm to 5:00 pm
	Friday	March 10, 2006	8:00 am to 12:00 pm
Sales:	Friday	March 10, 2006	1:00 pm to 8:00 pm
	Saturday	March 11, 2006	9:00 am to 4:00 pm
Check-out:	Saturday	March 11, 2006	4:00 pm to 6:00 pm

12. Any unsold products not retrieved by the Consignor by 6:00 pm on Saturday, March 11, 2006, will become a donation to AVSWAP (unless specific alternative arrangements have been made).

13. AVSWAP will mail a check to the Consignor within 30 days for the net amount due Consignor for such products sold.

14. Any and all checks that are not cashed by the Consignor as of June 11, 2006 (90 days after show) will be considered null and void. Further, the related proceeds for products sold under this Seller's Consignment Agreement shall be considered a donation to AVSWAP.

Seller/Consignor Full Name (please print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Phone: _____

Email: _____

Please print your contact information clearly as this is where we will mail your check.

Seller/Consignor Signature: _____ Date _____

IDAHO DIVISION OF AERONAUTICS (AVSWAP)

Name/Title: _____ Date _____



AvSwap Seller's Consignment Agreement - Items to be Sold

Consignor Name: _____

Description of item for Sale:	<div style="border: 1px solid black; height: 100px;"></div>
AvSwap Ticket # _____	
Price of Item: \$ _____	

Description of item for Sale:	<div style="border: 1px solid black; height: 100px;"></div>
AvSwap Ticket # _____	
Price of Item: \$ _____	

Description of item for Sale:	<div style="border: 1px solid black; height: 100px;"></div>
AvSwap Ticket # _____	
Price of Item: \$ _____	

Description of item for Sale:	<div style="border: 1px solid black; height: 100px;"></div>
AvSwap Ticket # _____	
Price of Item: \$ _____	

