

CONSIGNMENT AGREEMENT - Don Brown Bus Sales Auctions

This Consignment Agreement (this "Agreement") is made effective as of

between **Consignor**:

and Don Brown Bus Sales Inc., of 703 County Hwy 107, Johnstown, New York 12095.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as **Consignor** and the other party who is receiving the right to sell the merchandise will be referred to as "Don Brown Bus Sales Inc.".

The parties agree as follows:

I. RIGHT TO SELL

In accordance with this Agreement, **Consignor** grants Don Brown Bus Sales, Inc. an exclusive right to sell:

under the terms of this Agreement. Don Brown Bus Sales Inc. agrees to devote its best efforts to the sale of above listed vehicle(s). All sales prices and terms of sale shall be determined by **Consignor**.

II. PROCEEDS OF SALES. Don Brown Bus Sales Inc. will pay to **Consignor**, a portion of the sales proceeds which shall be calculated as follows: 85 percent of the proceeds from the vehicle sale. The amount determined in the previous sentence shall be paid to **Consignor** in one installment(s) on or before the 10th day following the auction ending date in which the proceeds were obtained. Don Brown Bus Sales Inc. will submit to **Consignor** a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of current inventory.

III. RECORDS. Don Brown Bus Sales Inc. shall keep accurate records regarding the vehicle(s) that are sold. **Consignor** shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Don Brown Bus Sales, Inc.

IV. TITLE TO MERCHANDISE. Consigned merchandise shall be delivered to the property of Don Brown Bus Sales, Inc. until sold. Don Brown Bus Sales, Inc. will not be responsible for shortages, loss, or damage, while the merchandise is under the control of Don Brown Bus Sales, Inc..

V. PAYROLL TAXES. Don Brown Bus Sales Inc. shall be exclusively liable for, and shall indemnify the **Consignor** against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by Don Brown Bus Sales, Inc. in connection with the performance of this Agreement.

VI. DEFAULTS. If Don Brown Bus Sales Inc. fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to **Consignor** when due, **Consignor** shall have the option to cancel this Agreement by providing Thirty days' written notice to Don Brown Bus Sales, Inc.

VII. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer:

by the other party or by any third party. In no event will **Consignor** be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to:

VIII. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties.

IX. TERMINATION. This Agreement shall terminate automatically when auction ends and payment to **Consignor** has occurred.

X. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

XI. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

XII. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.

XV. SIGNATORIES. This Agreement shall be signed on behalf of

and on behalf of Don Brown Bus Sales Inc. by Don Brown Bus Sales, Inc.,
Director and effective as of the date first above written.

Consignor:

By: _____

Consignee:

Don Brown Bus Sales Inc.

By: _____

Director Ted Jennings Jr., Don Brown Bus Sales, Inc.

