

SPRAYER CONSIGNMENT AGREEMENT

THIS SPRAYER CONSIGNMENT AGREEMENT ("Agreement") is entered into and made effective this _____ day of _____, 2013, by and between _____ ("Dealer") and _____ ("Consignor").

1. Nature and Scope. Dealer and Consignor enter into this Agreement whereby Consignor delivers and Dealer accepts the sprayer, as described in the attached "Attachment 1," entitled "Description of Consigned Product" (which shall hereinafter be referred to as "Sprayer").
2. Consignment of Sprayer. Consignor shall deliver to Dealer at the Dealer's principal place of business the Sprayer, at the cost and through the efforts of Consignor, and the consignment of the Sprayer shall be governed by the terms and conditions of this Agreement.
3. Care for and Title to Sprayer. Dealer shall receive, hold and exercise reasonable care for the Sprayer, which shall remain the sole and exclusive property of Consignor. Any costs associated with the care of the Sprayer while in the possession of Dealer shall be borne by Consignor. All legal and equitable right, title and interest to the Sprayer shall remain with Consignor until such time as Dealer sells the Sprayer to a purchaser, at which time title and all ownership rights to the Sprayer shall be passed to Dealer or the Purchaser of the Sprayer, at the direction of the Dealer.
4. Lawful Ownership. Consignor guarantees that it/he/she is the true and lawful owner of the Sprayer consigned with Dealer. Consignor will keep the Sprayer free from any lien, security interest or encumbrance, and upon sale by Dealer to a Purchaser, Consignor shall provide clean title to the Sprayer (if applicable) and/or will provide a bill of sale warranting that Consignor has the full and exclusive right to sell the Sprayer as set forth in this Agreement. Consignor agrees that Dealer is not responsible for any damages arising from any claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of or relating to the breach of this guarantee of ownership.
5. Pricing. Dealer and Consignor agree and understand that Dealer will make every attempt to obtain the best possible price for the Sprayer, at the Dealer's complete discretion ("Purchase Price"), **however, such discretion is expressly limited and conditioned upon the restriction that Dealer will accept no less than \$_____ as a purchase price for the Sprayer,** excluding taxes, unless otherwise hereafter expressly agreed between Dealer and Consignor to accept a lesser price for the sale.
6. Consignment Sale Commission. For Dealer's efforts, Dealer is entitled to retain ____% of the Purchase Price of the Sprayer, plus any costs associated with the care of the Sprayer, as set forth in paragraph 3 of this Agreement. Within 10 days of receipt of the payment to the Dealer from the purchaser of this Sprayer, Dealer shall forward a check for the amount of the full purchase price, less the commissions as set forth in this paragraph, the costs as set forth in paragraph 3, and any sales and/or use tax.
7. Risk of Loss; Insurance. The risk of accidental loss or destruction of the Sprayer while in possession of Dealer shall be borne by Consignor. Dealer shall have no liability to Consignor as a bailee or otherwise with respect to the Sprayer, except as to any damages which may be directly and proximately caused solely by Dealer's gross negligence or Dealer's intentional damage to, or destruction of, Sprayer. It shall be the obligation of Consignor to adequately insure the Sprayer at its/his/her own expense, for the benefit of and in the name of the Consignor.
8. Term/Termination. This Agreement shall begin on the effective date hereof and shall continue unless otherwise mutually terminated by the Dealer and Consignor in writing.

9. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
10. Dispute Offer Agreement. In the event of a dispute arising out of this Agreement, the prevailing party, as determined by the court or other agreed-upon alternative dispute resolution method, shall be paid by the non-prevailing party all reasonable costs and attorney's fees incurred by the prevailing party in the dispute.
11. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.
12. Governing Law. This Agreement shall be construed and enforced according to the laws of the state of _____ and any dispute under this Agreement must be brought in this venue and no other.
13. Headings in this Agreement. The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.
14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Dealer

Consignor

Description of Consigned Product