Date _____20 _____

MAXX FORESTRY EQUIPMENT CONSIGNMENT AGREEMENT

Consignor (YOU, YOUR):

Full Name of Owner(s)		
Address		
City	State	Zip
Home Phone	Work Phone	

Consignee (I, ME, MY):

Dealer		
Address		
City	State	Zip
Telephone	Consignment Number	

Equipment Consigned:

Year	Make, Model	Serial No.	Description	Hour Meter

Price Schedule: _____

Liens: _____

I agree to hold YOUR equipment for the purpose of selling it for an amount not less than the amount shown in the price schedule. YOU grant ME the exclusive right to sell the equipment and agree to pay the commission stated below upon any sale made while this Agreement is in force. YOU agree to pay the commission whether the sale is made by YOU, ME or by any other person. This Agreement begins on the date shown above and ends on_____ 20_____ . YOU acknowledge receiving a copy of this Agreement.

YOU warrant that YOU have marketable title to the equipment and that it is free and clear of all liens except as described above. YOU also warrant that the equipment is in proper working condition and agree to hold ME harmless for any breach of express or implied warranties including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In the event that the equipment purchaser(s) make(s) a claim under such warranty, YOU agree to reimburse ME for all repair and / or other expenses reasonably incurred.

YOU agree to remove any unsold equipment from MY premises on the date this Agreement ends. I will return the equipment to YOU, or if sold, account for and pay over the proceeds after first deducting a commission at the rate of _____ % of the sales price. If the equipment is subject to a lien, I will make payment directly to the lien holder and deduct that amount from the proceeds due YOU. For any period that unsold equipment remains unclaimed after the Agreement ends, YOU agree to pay ME a storage charge of $ _____ per day.

Sale of the equipment may be made by ME; however, ownership shall be and remain with YOU and shall pass directly from YOU to the purchaser(s). YOU agree that I shall have the right to determine at what time, to whom, and at what price the equipment shall be sold subject to the minimum price shown in the schedule.

YOU agree to pay ME a sum not to exceed $ _____ for cleaning and repairs that I decide are necessary.

During the term of this Agreement, YOU are responsible for maintaining insurance on the equipment.

Insurance Company_____ Policy # _____

YOU are responsible for all physical damage and other loss to the equipment including damage or loss resulting from fire, theft, vandalism or acts of God. YOU are urged to insure the equipment against such perils. YOU agree that I may have reasonable use and operation of the equipment for customer demonstration purposes, and that YOU will remain responsible and hold ME harmless from any damage and /or loss resulting from the reasonable use thereof for that limited purpose.

_____
Signature for Consignor(s)

_____
Signature for Consignee

Disposition of Equipment:

Equipment returned to owner on

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Owner's Signature Acknowledging Return of Equipment

-OR-

_____
Full name of purchaser(s)

Address

_____
City State Zip Date of Sale