

FOLEY EQUIPMENT COMPANY

CONSIGNMENT AGREEMENT

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| Customer Name: <u>Soldier Twp Shawnee Co</u> | Agreed Asking Price of Goods: <u>\$55,000</u> |
| Customer Address: <u>334 NWE 62nd St</u> <u>Topeka, Ks. 66617-1600</u> | Minimum Sale Price: <u>\$45,000</u> |
| Telephone and Contact Name: <u>John Tipton (785)554-5299</u> | Desired Net to Owner: <u>\$40,000</u> |
| Description of Goods: Model: <u>590SuperMSeries SN#N6C420366</u> Year: <u>2006</u> Hours: <u>4135</u> Attachments: <u>48"S,18"T,24"T-RearBKTS&24"Compacter</u> Location: <u>Soldier Twp Shop</u> | Maximum Consignment Period: <u>60 Days</u> Minimum Consignment Period: <u>1 Day</u> Other Terms (If Any): <u>-</u> |

Foley Equipment Company ("Foley") is pleased to accept the Goods for the purpose of attempting a consignment sale, and is hereby authorized to sell the goods for a price equal to or in excess of the Minimum Consignment Price stated above, in a transaction containing such other terms and conditions as Foley may in its sole discretion determine. Customer represents and warrants to Foley that Customer owns the Goods, free and clear of any liens, claims, encumbrances, or restrictions; and has the right to sell the same and to enter into this Consignment Agreement. Customer will be required to fill out a W-9 form for the purpose of Foley Equipment Company to process and send a Misc 1099 to said customer for proceeds resulting from the consignment sale. Customer shall pay all costs (and assume all risks) associated with shipping and unloading the Goods to (and, if the same not be sold, from) Foley's place of business at the following address:

Equipment will stay at Soldier Twp Place of Business. Will Not Hit FOLEY YARD.

Any such sale shall be a sale direct from the Customer to the buyer, and Customer shall indemnify, protect, defend, and hold harmless Foley (and its affiliates, owners, directors, officers, employees, agents, and assignees) from and against any and all liability, cost, damage, or expense arising in connection with this consignment, the goods, or any sale of said goods.

The consignment charges to be paid by Customer to Foley shall equal - (10 %) of the sale price (if any) collected for the Goods, plus any direct out of pocket expenses incurred by Foley in connection with the Goods or this consignment. If the Goods shall fail to sell before being returned to Customer, a minimum fee of \$ ZERO shall be paid by Customer to Foley.

Foley shall be entitled to negotiate all payments received for the Goods, deduct the consignment charges from any proceeds, and to then (once the payment has been reduced to cash, without the possibility of offset, stop-order, or refusal) deliver the proceeds remaining after such deduction to Customer.

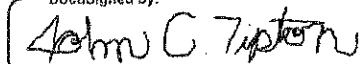
The consignment charges to be paid to Foley do not reflect any exposure for risk of loss to the Goods, for no collection of checks, or other nonpayment by the buyer of the Goods for any reason.

Title to the Goods, all risk of loss (without exception), and all risk of collection of any payment, shall remain with Customer until the same is transferred to Buyer. **CUSTOMER HEREBY EXPRESSLY AGREES THAT (TO THE MAXIMUM EXTENT PERMITTED BY LAW) FOLEY (AND ITS AFFILIATES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS) SHALL NOT BE LIABLE FOR NONCOLLECTION OF CHECKS OR OTHER PAYMENTS, ANY DAMAGE TO THE GOODS, OR OTHER LOSS IN VALUE OF ANY KIND, WHETHER ARISING FROM THEFT, REPAIR SERVICES, ATTEMPTS TO REPAIR OR REPAINT THE GOODS, HAIL, FIRE, TORNADO, ACTS OF GOD, ACTS OF THIRD PARTIES, OR OTHER LOSS OR DAMAGE OF ANY KIND; AND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES TO BE RENDERED BY FOLEY HEREUNDER.** No bailment is created hereby, it being our agreement that Customer is merely granting Foley a license to attempt sell the goods as set forth above. Customer further agrees that the Agreed Value of Goods as set forth above represents the maximum fair market value of the Goods, and that the actual fair market value may be less than the Agreed Value of the Goods, but not less than the Minimum Consignment Price.

Foley may terminate the consignment hereunder at any time before a binding contract exists for the sale of such goods. Customer may not terminate the consignment hereunder until the Minimum Consignment Period has expired, but may terminate the consignment hereunder at any time thereafter before a binding contract exists for the sale of goods. If, within a two year period, the Goods are sold by Customer to any person or entity that learned of the opportunity to purchase the Goods during the term of the consignment hereunder, Customer shall immediately pay Foley the consignment charges specified above the same as if said Goods had been sold by Foley during the consignment hereunder. Upon any termination of the consignment hereunder, Customer shall forthwith (and, in all events, within N/A days) remove said Goods from Foley's premises, at Customer's sole risk and expense. If such goods are not removed, Foley shall have the option of (i) removing the same and assert a lien against the Goods for all costs incurred, and/or (ii) charging Customer a per day storage fee equal to $1/N/A$ the of the Agreed Value of the Goods. If Customer does not remove the Goods immediately upon the expiration of the Maximum Consignment Period set forth above, Foley shall have the options set forth in the preceding sentence, but shall also retain the right to sell the Goods in accordance with this Consignment Agreement until the Goods are possessed by Customer (but, in the event of such sale, shall not charge any storage fee).

**THIS CONTRACT LIMITS OUR LIABILITY
And contains other important provisions**

READ IT BEFORE SIGNING

DocuSigned by:


Customer's Signature 4/11/2022

Date

Accepted:

DocuSigned by:

Foley Equipment Company by

TYLER HILTIBRAND

(Print Name) as Prime Products Sales Rep

(Print Title)