

ATTACHMENT A

Quinn Company Consignment Agreement

Consignment Agreement

This is an agreement made this 29th day of January 2019, between the undersigned consignor (hereinafter called "Consignor") and Quinn Company.
IN CONSIDERATION OF THE MUTAL CONVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **EXCLUSIVE APPOINTMENT AS CONSIGNEEE.** The undersigned Consignor hereby grants to Quinn Company the exclusive right to sell certain equipment described below for the entire term of this agreement.
2. **DESCRIPTION.** The Equipment consigned to Quinn Company under the terms of this agreement is described as follows:
Used Caterpillar Dozer D7G 91V01624 1980 w/4961hrs. Equipped with Erops a/c fire curtains Direct drive A Blade Winch

3. **DELIVERY OF EQUIPMENT.** Consignor shall deliver the above-described equipment to Quinn Company within **TEN** days after execution of this agreement. The equipment shall be delivered to and shall be held for sale at Quinn Company's place of business at: **Santa Maria Store.** Consignor shall pay all freight and shipping charges. Consignor shall also be responsible for any loss of or damage tot he equipment while it is under the control of Quinn Company.
4. **SALE OF MERCHANDISE.** Quinn Company shall have the exclusive right during the term of the agreement for the sale of the above-described equipment for the net consignment price of **\$27,000.** Quinn Company will not sell the equipment at less than this authorized price unless authorized by Consignor. Any sale of the equipment by Quinn Company shall be for cash. Credit sales may be made by Quinn Company on written authority from Quinn Company only and on such terms as Consignor may approve prior to such a sale. Notwithstanding the foregoing, Quinn Company may sell the equipment on terms other than cash provided that Quinn shall pay to Consignor in cash the net amount sale price set forth above.
5. **COMPENSATION.** Quinn Company shall be allowed as compensation of **10%** of the amount for which Quinn Company actually sells the equipment to the ultimate purchaser, plus any cost incurred by Quinn Company associated with the sale of the consigned equipment.
6. **TITLE TO EQUIPMENT.** The title to the equipment consigned to Quinn Company by consignor shall remain in Consignor until the equipment is sold by Quinn Company in the regular course of business, and Consignor shall bear the risk of loss to the extent provided in paragraph 2 hereof.
7. **EQUIPMENT LEGAL OWNER:** If other than Consignor: Owns Yes No
Finance Company Name _____
Account Manager/Tel # _____
Payoff Amount \$ _____
Good Thru Date: _____
8. **RETURN OF EQUIPMENT.** Quinn Company may at any time return to consignor any of the above-described equipment in Quinn Company's possession that has not been sold. Consignor shall pay the expense of any delivery costs of such returned equipment.
9. **OPERATION OF BUSINESS.** Consignor shall have no responsibility of liability whatsoever in connection with the management of the operation of Quinn Company's business with respect to the sale of the consigned equipment described above. Quinn Company shall have entire charge of such management and operation and consignor shall have no supervision or control over Quinn Company in the facilities, employees, and methods to be used and employed by Quinn Company in carrying out the purpose of this agreement.
10. **INSURANCE.** It shall be Consignor's responsibility to keep the goods insured against damage, destruction and loss of every kind while the goods are in possession of Quinn Company, and consignor further agrees to hold Quinn Company harmless for any such loss or damage whatsoever while the equipment is in the care or custody of Quinn Company.
11. **TERM.** This agreement shall be in full force and effect until terminated. This agreement may be terminated by either party upon **30** days' of written notice to the other. The expense of delivery of any equipment remaining unsold at the time of termination shall be paid by Consignor.
12. **ASSIGNMENT AND MODIFICATION.** This agreement is not assignable and any attempted assignment shall be null and void and of no effect. This agreement may not be modified except by and instrument in writing signed by both parties. This written consignment agreement contains the entire agreement of the parties.
13. **CONTRUCTION: WAIVER.** This agreement shall be construed according to the laws of the State of California. The right of either party to require strict performance by the other hereunder shall not be effected by any previous waiver forbearance, or course of dealing.

Executed on this _____ day of _____, 20_____, at _____, California

QUINN COMPANY:

By: _____ Title: **Manager – Used Equipment Sales**

CONSIGNOR: **County of Santa Barbara Fire Dept.**

By: _____ Title: _____