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603-427-8131  
info@lucideq.com

## ***Confidential General Consignment Agreement***

*December 6, 2014*



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### **Confidential General Consignment Agreement**

*This Agreement is entered into this \_\_\_\_\_, 2014 by and between Lucid Equipment LLC, of 210 West Road, Unit 7C, Portsmouth, NH, 08301, hereinafter referred to as the “Consignee,” and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as “Consignor”:*

***WHEREAS**, The Consignee is actively engaged in the business of marketing used and off lease medical equipment and offering those goods for sale or resale into the marketplace as the Consignor of said goods; and*

***WHEREAS**, the Consignor desires to engage the efforts of the Consignee to facilitate in the resale of their herein described goods into the marketplace; and*

***WHEREAS**, the Consignee desires to assist the Consignor with finding potential purchasers for said goods, under the terms and provisions set forth hereinafter; and*

***WHEREAS**, The Consignee and Consignor acknowledge and agree that all disclosures of confidential contacts made to each other in the course of their relationship will be kept confidential, that neither party may circumvent the efforts of the other and both the Non-Disclosure of Information and Non-Circumvent Provision set forth hereunder in Number 6, shall be covered under the terms of this Agreement;*

***NOW THEREFORE**, for good and valuable consideration to each other given, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:*

- 1. **Term** : The term of this Agreement shall be indefinite.*
- 2. **Services**: The parties acknowledge that the Consignee’s services shall be that of a used medical equipment broker offering for sale or resale the Consignor’s goods in the open marketplace.*
- 3. **Rights and Responsibilities**: The Consignee will be responsible for the safe keeping of the items during the period that they shall be in said Consignee’s possession. The Consignor shall have the right to inspection and accounting for any merchandise so left in the Consignee’s possession and the Consignee shall, at all times, maintain the necessary records*

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*for a proper accounting of all sums received and items sold. The accounting shall be on a schedule agreed upon by the parties.*

*The Consignee shall, at all times, act so as not to adversely encumber or permit the goods so held on consignment to be encumbered in any way and this agreement shall be terminated in the event that any provision hereunder is breached by the other, or in the event of any bankruptcy or other similar type creditor proceeding and the goods shall be returned to the Consignor, forthwith. Merchandise as held cannot be transferred for any purposes of resale by others without the express permission of the Consignor.*

*In the event a sale or resale is not procured by the Consignee, the Consignee shall return the goods to Consignor upon reasonable notice by the Consignor.*

4. **Compensation:** *The Consignor shall pay the Consignee for the sale of said goods on a schedule set forth in Exhibit A. Consignee may deduct its fee from the sale proceeds and shall remit the remainder thereof to Consignor.*
5. **Assumption of Risk:** *The Consignee and Consignor acknowledge that the equipment and/or products listed above are second hand and that all such goods Consignee places for sale are to be sold, "As Is" and that Consignee or Consignor in no way expressly warrants or guarantee's the goods to be "Like New." Consignee and Consignor understand that the only warranties that apply are those that are implied under the laws of the State of New Hampshire.*
6. **Proprietary Information/Non-Disclosure:** *Consignee and Consignor agree to hold in complete confidence and not disclose in any fashion to any third party or entity any of the contacts disclosed and/or introduced to it by Consignee and/or that are disclosed to it by any of Consignee's disclosed contacts without the express prior written consent of Consignee and shall not disclose to any third party any other confidential information or material which is proprietary to Consignee. Neither party may circumvent the other's efforts by conducting business with either of the parties' confidential contacts. Upon the termination of this agreement, each party shall, upon request, return to the other all materials belonging to other such party and any copies thereof other than that which such party may be required by law to maintain.*
7. **Equipment Condition:** *Equipment is to be inspected by Consignee in an appropriate and reasonable time-frame and a report shall be produced and delivered to Consignor.*



*Consignee is not responsible for the state of equipment until this report has been produced and delivered. Both parties shall work in good faith to inform the other about the condition of the equipment.*

**8. Miscellaneous:**

*Legal Consult: Each party acknowledges that it has had the opportunity to consult with independent legal counsel with regard to this Agreement and that it is not relying on any statement made by the other or on its behalf and not set forth herein.*

*Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflicts of law.*

*Severability: The Consignee and the Consignor agree that any provision of this Agreement deemed void, voidable, illegal, unenforceable or invalid may be reformed to permit enforcement of the objectionable provision to the fullest permissible extent. Any provision of this Agreement deemed unenforceable after modification shall be deemed stricken from this Agreement, with the remainder of the Agreement being given its full force and effect.*

*Indemnification: The Consignee and Consignor hereby agree to indemnify and hold harmless one another, its agents and principals from any and all claims that may be made against them by any third party that is related to the performance of this Agreement.*

*Breach: If Consignor breaches any provision of this Agreement and legal suit or collection efforts of any nature is required in order for the Consignee to enforce any provisions hereof, the Consignor shall pay to the Consignee all costs including reasonable attorney's fees it may incur as a result thereof.*

*Waiver: No waiver by the Consignee of any default or breach of any covenant of this Agreement shall be deemed to be a waiver of any prior or subsequent default or breach of the same or other covenant of this Agreement, or shall affect in any way any rights arising by virtue of any prior or subsequent such occurrence.*

*Assignability: This Agreement and any of its terms and provisions may be assigned by either party which in the case of the Consignee shall only be to a successor in interest to the Consignee or to any division, subsidiary, or affiliate of it.*



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**Binding Effect:** *This Agreement is binding upon the successors and assigns of both the Consignee and Consignor.*

**Merger:** *This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes and nullifies all prior or contemporaneous conversations, negotiations, or agreements (oral or written) regarding the subject matter of this Agreement, neither party relying on any statement made by the other or on the others behalf and not set forth herein. In any future construction of this Agreement, it shall be given its plain meaning. This Agreement may not be changed, modified or amended in any respect except by a written instrument signed by both parties.*

**Counterparts:** *This Agreement may be executed in counterparts, a counterpart transmitted via facsimile and/or email, and all executed counterparts, when taken together, shall constitute sufficient proof of the parties' entry into this Agreement. The parties agree to execute any further or future documents that may be necessary to allow the full performance of this Agreement.*

**Headings:** *This Agreement contains headings for ease of reference. The headings have no independent meaning.*

*IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates provided for by their signature, to be effective as of \_\_\_\_\_, 2014.*

*Company Name*

*Lucid Equipment LLC*

*By: \_\_\_\_\_*

*By: \_\_\_\_\_*

*Name:*

*Name: Andy Parker*

*Title:*

*Title: President*

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*Date:*

*Date:*

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Exhibit "A"

**General Commission Schedule**

<u>Sale Price Commission</u>	
0-\$999.99	50%
1k-4999.99	40%
5k-9999.99	35%
10k-49999.99	30%
50k-99999.99	25%
100k-199999.99	20%
200k-299999.99	15%
300k-399999.99	12%
400k - ∞	10%

**Seller Initials:** \_\_\_\_\_

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