

Consignment Agreement

This agreement between North American Camera, LLC (NAC)(Consignee) a Wisconsin corporation, and _____(consignor), signed on _____ is to establish an agreement for the consignment rental of all equipment listed on schedule A.

Length of agreement

This agreement shall be for a period of one year from the above date, with review and renewal of this agreement based on the mutual satisfaction of NAC and the consignor.

Termination

This agreement may be terminated at any time based on a mutual agreement of both parties. Without the mutual agreement of both parties, the full term of this agreement must be served.

Terms

It is understood that NAC will promote the rental of the equipment listed on schedule A as NAC sees fit and appropriate. NAC will set the rental rate for all equipment listed on schedule A based on fair market rate. It is also understood that NAC has an equipment inventory of its own, and that this equipment will be rented first and foremost before that of the consignor.

Payment

Payment for rental of the equipment on schedule A that is rented by NAC will be split 50%-50% with the consignor. The consignor will receive their portion of the proceeds quarterly. If a rental client refuses payment, or in any way stops payment of an invoice for which equipment on schedule A has been rented, NAC and the consignor must together bear the costs in money and time that it may take to collect these delinquent invoices.

Liability and Insurance

The consignor agrees that at all times during this agreement they will have in force, insurance covering the full replacement value of all equipment listed on schedule A. This insurance is to be "all risk" type insurance. NAC agrees that it will not release the equipment listed on schedule A to any party that does not prove to have proper insurance for said equipment. NAC requires a current certificate of insurance from all rental clients. It is agreed that the consignor will be responsible for any theft, damage, vandalism, or act of god that may occur to the equipment listed on schedule A while in the possession of NAC at their office. In the event of any damage occurring as described above, it shall be the consignor's sole responsibility to repair or replace the effected equipment. NAC will require a certificate of insurance from the consignor showing that the equipment listed on schedule A is insured.

Availability

The equipment listed on schedule A shall be available to the consignor for their personal use on a first come, first serve basis. If the equipment on schedule A is booked by NAC, it shall be unavailable to the consignor during the rental period. The equipment is to be kept at the offices of NAC at all times, unless out on rental, or when in the possession of the consignor for personal use.

Maintenance & Repair

All expenses occurred for routine maintenance and repair of the equipment listed on schedule A shall be split 50%-50% between NAC and the consignor.

Shipping

The consignor shall be solely responsible for all expense in transporting the equipment listed on schedule A to and from NAC, when the consignor is using the equipment. The consignor shall return the equipment to NAC as soon as possible upon completion of its use. NAC will pay for shipping back to NAC when the consignor is using the equipment and the equipment return is requested by NAC.

Legal Review and Approval

Each party has ten business days, from the signed date, for legal review and approval. If there are no objections or modifications within this time period, the contract is agreed to as written.

I have read the following agreement and understand and agree to all the terms listed within it.

_____ Robert Donnelly, President, NAC
