

Consignment Agreement

This agreement between Robert Shuster dba Producer's Advantage (Consignee) a Colorado company, 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 in force indefinitely. The agreement may be terminated with 30 days notice by either party.

Terms

It is understood that Consignee will promote the rental of the equipment listed on schedule A as Consignee sees fit and appropriate. Consignee will set the rental rate for all equipment listed on schedule A based on fair market rate. It is also understood that other equipment owned by Consignee or other partners may be marketed and rented first, before equipment belonging to the Consignor.

Payment

Payment for rental of the equipment on schedule A that is rented by Consignee will be split 30% to the consignee and 70% to the consignor. The consignor will receive their portion of the proceeds monthly. If a rental client refuses payment, or in any way stops payment of an invoice for which equipment on schedule A has been rented, Consignee 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 consignee 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. This insurance will not extend to the equipment while it is on rent for rental customers, who may or may not have their own insurance in force to cover the equipment. It is agreed that the consignee 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 Consignee at their office. Any damage, theft, or other loss occurring while the equipment is not in the possession of the Consignee shall be borne first by the responsible party, and any unpaid balance will be shared between the Consignor and Consignee equally.

Incomplete Consignment Packages

Consignment packages and items that are incomplete by virtue of the lacking of normal, critical and necessary items (such as a camera without batteries) and as listed as "included" in consignee's published package rate card will have the rental commission rate reduced in exact proportion to the rate of consignee's separate inclusion of those items.

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 Consignee, it shall be unavailable to the consignor during the rental period. The equipment is to be kept at the offices of Consignee at all times, unless out on rental, undergoing repair, or when in the possession of the consignor for personal use.

Maintenance & Repair

All expenses incurred for maintenance and repair of the equipment listed on schedule A shall be split the same as rental revenues between Consignee and the consignor. Any fees or charges collected by the Consignee for damages to the equipment listed on schedule A will be used to offset maintenance and repair expenses.

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

Robert Shuster, Owner, Producer's Advantage

Date

Consignor

Date