

Tenor Madness



TENOR MADNESS INC.

RANDY JONES
2855 DEERE RD.
WATERLOO, IA 50701
(319) 234-3561 WORK
(319) 234-3569 FAX
tenormadness@mchsi.com
www.tenormadness.com

CONTRACT FOR SALE OF GOODS SALE ON CONSIGNMENT

Consignor _____ Consignee Tenor Madness
Address _____ Address 2855 Deere Rd.

City/State/Zip-code/Country Waterloo, IA 50701
Phone _____ Phone 319-234-3561

IN CONSIDERATION of their mutual covenants, the parties agree as follows:

1. **Exclusive appointment.** Consignee shall have exclusive right to sell and distribute Consignor's merchandise world-wide during the term of this agreement.
2. **Delivery of Merchandise.** Consignor shall deliver to the Consignee within _____ days after receipt by Consignor of this agreement. The product shall be delivered and held for sale at Consignee's place of business at 2855 Deere Rd. Waterloo, IA 50701. Consignor shall pay all freight and shipping charges. Consignee will be responsible for any loss of or damage to merchandise while it is under Consignee's control.
3. **Sale of Merchandise.** Consignee shall use its best efforts in the sale and distribution of Consignor's merchandise throughout the territory referred to above. All sale prices shall be fixed by Consignor. Consignee shall not sell Consignor's merchandise at less than the authorize prices, which prices will be reflected in price schedules that will be furnished to Consignee from time to time. All sales made by Consignee shall be for cash. Credit sales may be made by Consignee on written authority, or email only, and on such terms as Consignor may approve prior to such sales.
4. **Accounting and Payment.** Consignee shall remit to Consignor all money received from sale of horn minus commission fee and repair charges that the Consignor has agreed upon, within 3 weeks of confirmation of the sale of the merchandise. Commission fees are based upon the sale price and are as follows: \$1000 - \$3000, 15%; \$3000 - \$5000, 12.5%; and \$5000 and above, 10%.

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5. **Title to Merchandise.** Title to the merchandise consigned to Consignee by Consignor shall remain in Consignor until such products are sold by Consignee in the regular course of business, except that the Consignee will be responsible for all shortages of stock, and shall bear the risk of loss to the extent provided herein.
6. **Return of Merchandise.** Consignee may at any time return to Consignor any of Consignor's merchandise in Consignee's possession that has not been sold. Consignee shall pay the expense of delivery of such returned merchandise.
7. **Termination.** This agreement may be terminated by either party on 2 weeks written notice to the other. Consignee shall deliver to Consignor all of Consignor's merchandise in the possession of the Consignee. The expense of the delivery of such merchandise shall be paid by the party terminating this agreement.

Agreed by the Parties and Executed on this _____ day of _____, 20_____.

Consignor _____ Consignee __Randy Jones, Tenor Madness, Inc.
(Signature)

Horn/ Make/ Serial Number _____