

Boiler Room Equipment

The Marketplace For Surplus and Pre-Owned Boiler Room Equipment.

A division of The Engineer Company
857 Maple Street Lock Haven, PA 17745
(570)-748-4009
(888)-322-3711 - Toll Free
(570)-748-4324 - Fax

email - sales@boilerroomequipment.com

Boiler Room Equipment Consignment Contract

AGREEMENT made as of this day _____, 2005, between BoilerRoomEquipment.com, a division of The Engineer Company (Herein after referred to as "BRE") and

Name: _____ (herein after referred to as Consignor)

Address: _____

City, State, Zip _____

Phone: _____

E-Mail: _____

WHEREAS, the Consignor wishes to have certain items offered by BRE for sale on the Boiler Room Equipment Web site (BoilerRoomEquipment.com) and WHEREAS, BRE wishes to represent the Consignor under the terms and conditions of the agreement,
THE PARTIES AGREE:

1. TERM

This agreement shall have a term of one year (365) days and may be terminated by either party giving ten (10) days written notice to the other party. BRE will return to Consignor any unsold merchandise within 30 days of receipt of such notice. The Consignor will pay for the return shipping costs. If the consignor terminates this agreement early, a cancellation fee will be paid to BRE as per Section 5 of this agreement.

2. FEES

BRE shall receive a sales commission of thirty (30) percent of the sale price for each transaction sold up to \$100, a sales commission of twenty five (25) percent of the sale price for each transaction sold between \$100.01 and \$1,000, a sales commission of twenty (20) percent of the sale price for each transaction sold between \$1,000.01 and \$10,000, a sales commission of fifteen (15) percent of the sale price for each transaction sold between \$10,000.01 and \$50,000, a sales commission of ten (10) percent of the sale price for each transaction sold between \$50,000.01 and \$100,000, a sales commission of eight (8) percent of the sale price for each transaction sold between \$100,000.01 and \$250,000, a sales commission of five (5) percent of the sale price for each transaction sold above \$250,000.01

If any item does not sell, BRE will not receive a sales commission.

3. Process

All aspects of the transaction will be conducted by the Boiler Room Equipment sales staff, the equipment will be listed on the BoilerRoomEquipment.com web site, and may be listed on other web sites, printed literature or other forms of advertisement at the discretion of the BRE sales staff.

The BRE sales staff will endeavor to sell the listed equipment at or above the Consignor's minimum sell price. Typically used equipment is listed on the BRE site for approximately 1/3 the value of comparable new equipment. The BRE sales staff will contact the Consignor to discuss offers on equipment that are less than the sellers minimum sell price. It will be the decision of the Consignor to sell any item at a value less than their minimum sell price.

The Consignor will be responsible for providing BRE with the necessary digital photographs and item description and details to accurately describe and list the item. The BRE sales staff will work with the Consignor to collect this information.

BRE may take possession of the item(s) for sale, for a quality inspection, cleaning / touch up of item(s) if practical. This will be determined prior to signing this agreement. BRE will pay for the shipping to its warehouse in Lock Haven, PA. BRE will be reimbursed the shipping charges when the item(s) sell. The Consignor will be responsible for return shipping costs of any unsold merchandise at the end of the term of the agreement.

The Consignor will be responsible for packaging items and preparing them for shipping if practical. BRE will arrange pick up of sold items by a suitable freight carrier.

The Consignor will allow the buyer's riggers and or shippers to gain access to the Consignor's property to remove, package, load and ship sold items if practical.

These details will be indicated on the consignment form(s), which is a part of this agreement.

4. Listing Prices

BRE shall list the merchandise at the price shown on the consignment form, plus any selling fees.

If BRE will be storing listed items for the Consignor, the incoming shipping fees will be deducted from the sellers minimum selling price when the item sells.

5. Premature end of listing

Once item is listed, the listing will run the full term of the agreement. If such an instance arises that the owner demands the item(s) to be pulled from the listings, the owner will pay a cancellation fee of \$100 per listing cancelled.

6. Shipping

All shipping is to be handled by the consignor unless otherwise agreed upon. BRE will arrange the pickup of sold items by a suitable freight carrier.

Buyers pay all the shipping and handling charges.

7. Payment(s)

BRE shall pay the Consignor all proceeds due to the Consignor within 15 days from end of the paid sale.

8. Accounting

BRE shall furnish the Consignor with all accounting records pertaining to Consignors account at the Consignors request. BRE shall maintain accurate books and documentation with respect to all transactions entered into on behalf of the Consignor.

9. Loss or Damage

BRE shall make every effort to safeguard consigned item(s); however all risks of fire, theft, flood, accidental damage or breakage, any acts of nature resulting or any damage to the property delivered under this agreement shall be retained by the Consignor and the Consignor shall keep such property fully insured at the expense of the Consignor and for the benefit of and in the name of the Consignor.

10. Ownership

Consignor attests that they have legal title to and are in legal possession of all items and that which BRE is to sell.

11. Agreement

Both parties have read and understand all statements included in this agreement. This agreement may not be revised or amended without the written consent of both the Consignor and BRE.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above

Consignor _____ Date _____

President, The Engineer Company _____ Date _____

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Boiler Room Equipment Consignment Form

(Complete this form for each item you wish to list & fax or email it to Boiler Room Equipment with a signed copy of the Consignment Contract)

Name: _____

Address: _____

City, State, Zip _____

Phone: _____

E-Mail: _____

Item Description:

Item Quantity: _____

Item Ship Weight: _____ (Pounds)

Minimum Selling Price (Before Consignment Fee): _____ (per item)

Item Location (check one of the boxes below):

If the Consignor stores the item(s) check this box
(and provide information about the item location)

☐

Address: _____

City, State, Zip _____

OR

If BRE stores the item(s) check this box

☐

Ship to BRE Warehouse (Shipping costs will be deducted from the Selling Price listed above when the item sells).

Shipping Details: (provide this information only if the Consignor will be storing the listed item)

Consignor will package item(s) for shipping: (Yes) or (No)

Number of days Consignor will require to prepare items for shipping pick up:

Consignor has means to load heavy item(s) on a truck: (Yes) or (No)

Number of days Consignor will require to allow shippers, packers, or riggers on site:

* Email BRE digital photographs and an accurate description of the item if the Consignor will be storing the listed item.