

**PrimePiano LLC  
63 Ramapo Valley Road  
Mahwah, NJ 07430  
201-930-8588**

## **Consignment Agreement**

**THIS AGREEMENT** made as of 8-15-18 between, J SMITH OF ANYTOWN, NY (the "Consignor") and PrimePiano LLC, of Mahwah, NJ (the "Consignee")

**ANYPIANO AND SONS UPRIGHT PIANO SERIAL# 0000000**

**Delivery:** Piano will be moved at the expense of the consignor as soon as possible to PrimePiano LLC 63 Ramapo Valley Road Mahwah, NJ 07430

**Fees:** Consignor has the right to sell piano and will pay 10% of total sale to Consignee PrimePiano LLC at the time of sale as stated in above agreement. Consignor agrees to pay 25% of total sale as fee to Consignee if piano is sold by Consignee. Any unusual fees related to the sale will be discussed and agreed upon by amendment to this agreement and signed by both parties on an individual basis.

**Final Sale Price:** No Sale of this instrument will take place without written approval of pricing from the Consignor. All offers proposed by prospective buyers will be brought to the Consignor by the Consignee for negotiation, approval, or rejection.

**Condition of Instrument:** Any expenses related to the improvement of the Piano including tuning, cleaning, case polishing or repair will be the responsibility of the consignor. Suggestions may be made by consignee if sale is delayed or deterred due to any negative conditions related to the piano. PrimePiano LLC Reserves the right to deduct any outside commissions or referral fees related to the sale of consignment. These fees will be discussed with the Consignor before any final sale.

**Ownership of Products.** Title to, and property and ownership in, all Products shall remain in the Consignor until such time as their removal may be directed in writing by the Consignor or until such time as they may be disposed of by bona fide sale by or to the Consignee or as may otherwise be hereinafter provided.

**Removal of Products.** The Consignor may, at any time, and for any reason whatsoever, take possession of and remove all or part of the Products with or with reasonable notice to the Consignee. The Consignee hereby gives the Consignor the right to enter upon any premises upon which the Products are located in order to enforce the Consignor's rights under this paragraph.

**Risk of Loss.** All risk of loss in the Products shall pass to the Consignee upon shipment of the Products to the Consignee. The Consignee shall insure the Products against all risks against which such goods are customarily insured and shall provide evidence of

such insurance coverage to the Consignor upon request, from time to time. **LIMITS OF INSURANCE APPLY ON AN INDIVIDUAL BASIS DEPENDING ON VALUE AND CONSIGNEE'S INSURANCE COVERAGE WHILE ON OUR PREMISES. CONSULT WITH YOUR HOMEOWNERS INSURANCE AGENT. ADDITIONAL COVERAGE ABOVE THE LIMITS CAN BE ADDED TO THIS CONTRACT AS AN ADDENDUM.**

**Location of Products/Right to Inspect.** Products will be kept at the address of the Consignee shown above, and the Consignee will not permit any Products to become kept or stored at any other location without the prior written consent of the Consignor. The Consignee shall, at all reasonable times, and from time to time, allow the Consignor and the Consignor's agents to enter upon any premises upon which the Products are located and examine or inspect the Products wherever located.

**General.** This Agreement sets forth the entire Agreement between the parties hereto in connection with the subject matter hereof. No alteration, amendment or qualification of this Agreement shall be valid unless it is in writing and is executed by both of the parties hereto. Nothing contained in this Agreement shall be deemed to create any dealership, franchise, association, partnership or joint venture between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. All rights of the Consignor hereunder shall ensure to the benefit of their successors and assigns, all obligations of the Consignee hereunder shall bind its successors and assigns and if there is more than one the Consignee, their obligations hereunder shall be joint and several. Headings of the paragraphs hereof are inserted for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**TERM OF CONSIGNMENT**

After 12 months, if Piano is unsold, the Consignee reserves the right to assess storage fees. The consignee also reserves to right to request removal of the piano to the Consignor for removal for any reason at consignor's expense.

OR while in storage, the terms of the consignment may be renewed, and executed, with the agreement of both Consignor and Consignee under a new consignment agreement and term.

If the consignor decides to remove the piano for any reason, the cost of shipping, storage and improvements will be the responsibility of the consignor.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Stephen M. Russo President  
PrimePiano LLC

Witness

PIANO OWNER