

**CONSIGNMENT AGREEMENT
BETWEEN
THE CITY OF MADISON/METRO TRANSIT SYSTEM
AND
PASS & 10-RIDE CARD SALES OUTLETS**

The following consists of the whole agreement between The City of Madison, Metro Transit System, 1101 East Washington Ave., Madison, WI 53703, hereinafter **Consignor**, and

Name: **SAMPLE AGREEMENT**
Address:

; hereinafter referred to as **Consignee**.

In consideration of the fact that the Consignor wishes to have its tickets, passes and 10-Ride Cards sold in various retail and other establishments, and in consideration of the sales generation potential of an outlet from the sale of such items and the commission to be received, the undersigned Consignee agrees to the following terms:

1. The Consignor agrees to lend, on a consignment basis, tickets, passes and 10-Ride Cards to be sold at retail cost.
2. The Consignor will replenish inventories when needed.
3. The Consignor will replace Metro items upon a call from the Consignee. At the time of replenishment the Consignee will receive a consignment form and a monthly inventory form from the Consignor.
4. Upon receipt of the consignment form and each replenishment order, the Consignee shall verify the quantity and execute the consignment form and will notify the Consignor immediately of any shortages or differences in quantity which have occurred.
5. The Consignor will invoice for all items sold providing a 1% commission to the Consignee. This 1% commission will be deducted from the monthly invoice amount. Invoices are due upon receipt.
6. The undersigned Consignee also agrees that said items will be sold only on the premises indicated above. Violation of this procedure will result in cancellation of this agreement by the Consignor.
7. The Consignee will be given a three (3) month limit to reach sales of \$250.00 per month. If sales do not reach said amount, The Consignor may terminate this agreement.

8. The Consignee will honor all discount coupons (Metro Transit promotions) presented by the customer when purchasing Metro items. The discount will be carried on to the Consignee only when coupons are returned to the Consignor with the monthly inventory form. The amount of commission will be computed on the gross sale amount.
9. The Consignee accepts full responsibility for the security of said Metro items and agrees to make the Consignor whole for any shortages not returned to the Consignor or otherwise accounted for whether arising as the result of theft, robbery, mismanagement or for any other reason. The Consignee will provide evidence of a crime insurance policy sufficient to cover losses of tickets of at least five thousand dollars (\$5,000) due to theft or robbery.
10. The Consignee grants the Consignor the right to take a physical inventory of said items upon reasonable notice. This will be done during business hours, on the Consignee's business premises and in such a manner as not to interfere with the Consignee's business.
11. The Consignee shall be responsible for all costs of carrying consignment items including, but not limited to, storage and handling, once they have been delivered to their business premises.
12. The Consignor will provide a point of purchase sign advertising the retail sale price of Metro items, and a sales outlet window decal to each location where they will be sold on consignment.
13. This agreement shall commence with the date on which the first passes and 10-Ride Cards are delivered to the Consignee. It shall continue in effect until canceled by either party.
14. The consignor warrants and certifies that it possesses legal authority to enter into this Agreement; a resolution, motion or similar action has been duly adopted or passed as an official act of Consignor's governing body, authorizing the execution of this Agreement, including each and every part thereof, and directing and authorizing **Catherine Debo** as agent of Consignor, to act in connection with this Agreement.
15. The consignee warrants and certifies that it possesses legal authority to enter into this Agreement; a resolution, motion or similar action has been duly adopted or passed as an official act of Consignee's governing body, authorizing the execution of this Agreement, including each and every part thereof, and directing and authorizing _____ as agent of Consignee, to act in connection with this Agreement.
16. At the discretion of either party, this agreement may be terminated by giving thirty (30) days written notice, on or before the effective date of termination. An audit will be performed to close out the account, all final payments will be due within fifteen (15) days of termination date.

17. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:
18. Except as provided in paragraph 9, it is mutually agreed that the Consignee and the City will be prepared answer and defend only that responsibility and resultant legal liability involving personal injury or property damage which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last of the individuals to sign.

CONSIGNOR

Witness _____ Date _____

Charles Kamp,
Transit General Manager

Date

Approved as to form:

Approved:

Michael May, City Attorney	Date
-------------------------------	------

Dean Brasser, City Comptroller	Date
-----------------------------------	------

BUSINESS/CONSIGNEE

Date _____

(Please Print Name and Title of Authorizing Signature) _____ Date _____

Witness _____ Date _____