



AEROMART VENDOR CONSIGNMENT AGREEMENT

By purchasing sales tags you have agreed to become a vendor with Aeromart and agree to the following terms:

This AEROMART Vendor Consignment Agreement ("Agreement") is entered into between Vintage Aircraft Association ("AEROMART"), and the undersigned vendor/consignor ("Vendor"). This Agreement shall become effective on the date Vendor executes this Agreement and shall remain in full force and effect through the end of EAA AirVenture of the Current Year. All obligations of the parties hereunder shall survive until completed.

In consideration of the mutual promises herein and other good and valuable consideration, Vendor and AEROMART agree to and accept the following operational procedures and terms for participation in AEROMART:

1. The sales tag fee shall be \$1.00 per item.
2. Vendor is responsible for purchasing, completing and attaching the sales tag, and label to each product.
3. Vendor warrants that Vendor is the lawful owner of the listed merchandise.
4. The even dollar price that Vendor establishes and places on the sales tag shall be the price charged for the product **including the 12% AEROMART Commission, and may or may not include the 5% Wisconsin Sales Tax.** If an item is deemed to be an Aircraft Part per Wisconsin Sales Tax Law as determined by the Vendor, the 5% Wisconsin Sales Tax is NOT included in the price, any Item not deemed by the Vendor to be an Aircraft Part will include the 5% Wisconsin Sales Tax. AEROMART shall not have the right to negotiate the price of any item without permission from Vendor. Vendor may change the price by re-listing the item, with the purchase of a new sales tag.
5. The sales commission and sales tax shall be deducted from the proceeds at time of settlement.
6. AEROMART shall provide a place to display the products and shall make reasonable efforts to provide security in its own sole judgment for the products consigned under this Agreement;
HOWEVER, Vendor accepts and agrees that AEROMART shall not be responsible for the loss of or any damage to any consigned product, however caused, including but not limited to stolen, shoplifted, removed, damaged or destroyed from the AEROMART premises. Further, Vendor accepts and agrees he or she consigns the products totally at his or her own risk.
7. Vendor hereby agrees to indemnify, hold harmless, protect and defend Experimental Aircraft Association, Inc., Vintage Aircraft Association, Inc. and AEROMART, including their directors, officers, shareholders, members, and volunteers from and against any claim, cost, expense, or liability (including actual attorney's fees, court costs, and other incidental costs of litigation), based upon any claimed injury, death and/or property damage arising as a result of, or alleged to be attributable to, or incidental to, possession by AEROMART for the distribution, sale, use and/or placement into the stream of commerce of any product of the Vendor to be sold at AEROMART.
8. All sales of products under this Agreement shall be final and without warranties, implied or otherwise, including without limitation warranties of merchantability or fitness for purpose.
9. Vendor shall be responsible for any and all false statements regarding the description, ownership or condition of the products under this agreement.
10. The Vendor accepts and agrees to not sell products while unloading or tagging products and further accepts and agrees not to remove products from AEROMART for the purpose of sale to someone outside of the AEROMART premises.
11. The operation hours of AEROMART shall be the following days of the week of AirVenture:

Item Check-in	Saturday	Noon to 5:00 p.m.
Item Check-in	Sunday, Monday, Tuesday, Wednesday, Thursday	9:00 a.m. to 5:00 p.m.
Sales	Monday, Tuesday, Wednesday, Thursday, Friday,	9:00 a.m. to 5:00 p.m.
Sales	Ending Saturday	9:00 a.m. to Noon
Item Checkout	Wednesday, Thursday, Friday,	1:00 p.m. to 5:00 p.m.
Item Checkout	Ending Saturday	9:00 a.m. to 2 p.m.

12. Unless specific alternative arrangements have been made in writing to AEROMART, **UNSOLD PRODUCTS THAT ARE NOT PICKED UP BY THE VENDOR BY 2PM ON SATURDAY** of the Last weekend of Airventure SHALL BE CONSIDERED A DONATION TO AEROMART.
13. AEROMART will mail a settlement check to Vendor within 30 days after the conclusion of AirVenture, for the net amount due for products sold, after deduction of sales commission and sales tax.
14. Any and all settlement checks that are not cashed by Vendor 90 days after the end of AirVenture, shall be considered null and void. Further, the related proceeds for products sold under this Agreement SHALL BE CONSIDERED A DONATION to AEROMART.