



CONSIGNMENT AGREEMENT

CONSIGNOR:

Icehouse Music, Inc.
211 Trade Center, Suite #600
New Braunfels, TX 78130
C/o Charlie Gallagher
Phone# (830) 625-5200

CONSIGNEE:

Company _____
Address _____
City, State _____
Zip _____
Phone# _____

WHEREFORE, Icehouse Music, Inc., owner and consignor (the "Consignor") of certain property more particularly described hereinafter, and _____, Consignee (the "Consignee"), in exchange for good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement ("Agreement") do agree to the following:

1. Ownership. Consignor warrants, covenants and agrees that the property, being sold is owned by consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned property. The consignment is sold in severable parts or in whole by Consignee.
2. Description of Consigned Property. Consignor agrees to deliver, and Consignee agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this Agreement, the property described in addendum A.
3. Title. Title to the property described in addendum A shall remain with Icehouse Music, Inc. until sold to a customer, at which time title shall pass directly from the consignor to the customer.
4. Price. The offering price(s) (is/are) to be determined.
5. Termination of this Consignment Agreement. Consignee may terminate this Agreement at any time and for any reason by returning to consignor all of the unsold property which is the subject of this Agreement. Consignor may terminate this Agreement at any time and for any reason, but such termination will not affect the agreement regarding items of property already sold. The expense of delivery to the Consignor of any unsold property shall be paid by the party terminating this Agreement. Prior notice of termination shall not be required of a terminating party.
6. Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees or agents and any torts or other causes of action resulting therefrom, and Consignee agrees to defend indemnify and hold harmless Consignor for same.

7. Liability for Loss, Etc. of Consigned Property. In the event that consigned property is lost, stolen, destroyed, damaged, or unaccounted for due to any cause, known or unknown (hereinafter these terms referred to collectively as "lost"), while consigned to the Consignee, the property, or each item, so lost shall be considered as having been sold, and Consignee shall pay unto Consignor the amount agreed herein as if the lost property, or each item lost had been sold. Such amount shall be due 30 days following the lost of the property.

8. Advertising. Consignee may use Consignor's name or other identifying information in the advertising, promotion and sale of the consigned property.

9. Assignment. This Agreement shall not be assigned, sold, transferred or sub-contracted by either party without the prior written approval of the other party.

10. Construction. This Agreement shall be construed and governed according to the laws of the State of Texas.

AGREED AND EXECUTED, this the ____ day of _____, 20__.

Consignor

Consignee

Address:

**Icehouse Music, Inc.
952 Echo Lane, Suite 380
Houston, Texas 77024**

ADDENDUM A

In consideration of the mutual covenants of the parties contained in this contract, the parties agree as follows. Icehouse Music agrees to provide, on a consignment basis, the following products, to the consignee in good and saleable condition for the purpose of resale in the consignee's place of business

Quantity	Title/Artist	Wholesale price	Retail Price
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Payment:

The consignee agrees to pay Icehouse Music the listed cost per item(s) sold, not prior to sale. *Upon receiving full payment for such sale(s), consignee shall remit payment to consignor within 30 days of invoice.* Consignee is responsible for each item taken on consignment and pays the listed price to Icehouse Music for each piece of inventory sold or unreturned. Consignee will consider as a commission the amount of difference between the consignment price and the price for which consignee sell the products to its customers. Inventory will be conducted on a monthly basis. This agreement may be terminated upon mutual agreement of the parties.

Consignor Signature _____ Consignee Signature _____

By signing this agreement, the consignee acknowledges that it has read and agrees to all terms set forth on this document, further, the undersigned representative of consignee is authorized to execute this agreement and bind consignee to the terms here of.

**For Service Call:
Charlie Gallagher
Sales Associate
(830) 625-5200**

**Please Make Checks Payable to:
Icehouse Music, Inc.
952 Echo Lane, Suite 380
Houston, Texas 77024**