

**BRAZORIA COUNTY ATTACHMENT Q  
CONSIGNMENT AGREEMENT**

**RFQ# 11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_, hereinafter called the CONSIGNOR, with its principal place of business in the city of \_\_\_\_\_, the State of Texas and Brazoria County hereinafter called the CONSIGNEE, represented herein by Judge Joe King, its County Judge, duly authorized to act on its behalf in executing this Agreement, whose place of business is located at 111 E Locust Street in the city of Angleton, State of Texas. All Terms, Conditions & Agreements shall be in accordance with Quote 11-17, & the contract agreement signed by both parties.

WITNESSETH:

1. The CONSIGNOR agrees to consign vending machines to the CONSIGNEE which shall not exceed the amount agreed upon by both parties. The exact Quantity and Types of all items so consigned are shown on the original CONSIGNMENT AGREEMENT, or on Exhibit A attached hereto.
2. CONSIGNEE agrees to accept possession of, and to hold and care for, the vending machines consigned hereunder as the property of CONSIGNOR, it being expressly agreed that title thereto shall remain vested at all times in CONSIGNOR. CONSIGNOR hereby acknowledges receipt of CONSIGNOR'S current price sheets, and CONSGINOR hereby agrees to notify CONSIGNEE of any subsequent price changes. Prices, per Quote, shall remain unchanged; we do not promote "sales". Price changes – see Terms & Conditions of Quote.
3. Vending Machines are for CONSGINEE'S use as well as CONSIGNEE'S patron's use.
4. CONSIGNEE agrees to deliver this consignment and all replacements as requested by CONSIGNEE and in accordance with RFQ# 11-17 VENDING MACHINES FOR BRAZORIA COUNTY FACILITIES.
5. CONSIGNEE agrees that the CONSIGNOR has complete control of all items on consignment and may reduce or increase quantities at the CONSIGNOR's discretion and upon mutual agreement with Brazoria County.
6. CONSIGNEE agrees at the termination of this Agreement for any cause whatsoever, to surrender to CONSIGNOR or its agents all unsold merchandise in as good condition as when delivered, ordinary stock usage excepted. The CONSIGNOR, its employees and / or agents have the authority to enter the CONSIGNEE'S premises and seize and remove the CONGISONOR'S property during normal working hours with CONSIGNEE'S approval.
7. This agreement shall terminate immediately if CONSIGNEE shall become bankrupt, shall make voluntary assignment for the benefit of creditors, or if a Receiver is appointed on behalf of CONSIGNEE, and CONSIGNOR may immediately without further notice seize and remove its property from CONSIGNEE'S premises in accordance with the provisions of paragraph 6 above.

\_\_\_\_\_  
Brazoria County Representative

\_\_\_\_\_  
Vendor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date