

## CONSIGNMENT AGREEMENT

AGREEMENT made this 21 day of Jan 1935, between FIRESTONE TIRE & RUBBER COMPANY, a West VIRGINIA CORPORATION, hereinafter called FIRESTONE, and, -- of Shell Service Sta hereinafter called the Dealer.

## WITNESSETH:

- (1) Subject to the terms and conditions herein set forth Firestone agrees to place and maintain at the Dealers place of business at above named location a consigned stock of first grade Firestone Tires and Tubes and the dealer agrees to accept possession thereof upon the terms and conditions herein contained. In consideration of the maintenance of the consigned stock by Firestone, the Dealer agrees that his entire requirements of tires and tubes and of such other articles of merchandise as may be handled by Firestone shall be purchased from Firestone.
- (2) The Dealer agrees to accept possession of and to hold and care for merchandise consigned hereunder by Firestone, it being expressly understood and agreed that the title thereto shall remain vested at all times in Firestone until sold by the Dealer for the account of Firestone as herein provided, and the said merchandise shall be at all times subject to and under the direction and control of Firestone. The title to the said merchandise shall pass directly from Firestone to the persons, firms, or corporations to whom it may be sold in the manner and upon the terms herein contained.
- (3) The proceeds of all merchandise sold from the consigned stock shall be vested at all times in Firestone and kept separate from other funds. The Dealer shall not be authorized to sell any of the said merchandise on credit for the account of Firestone. The Dealer agrees to remit to Firestone all funds received from sales of consigned merchandise disposed during the preceding month and the amount on hand, and at that time Dealer will account to and pay Firestone for all merchandise disposed of during that month at Firestone "Consignment Billing Prices" current at the time of resale.  
Dealer shall have the right to retain any amount in excess of the invoice price at which such stock is billed in full payment for all services hereunder.
- (4) The Dealer agrees to keep the consigned merchandise separate and distinct from other goods and to mark it with an appropriate sign so that it may be at all times identified as Firestone property. Dealer agrees to pay Firestone for any merchandise that may be lost, stolen, damaged, or destroyed, the price to be paid in such event to be Firestone's current consignment billing price. The Dealer agrees further to pay all expenses of handling, maintaining, selling, and other wise dealing with the said merchandise from the time it is deposited by Firestone in the Dealers place of business and also will pay transportation charges on all shipments of consigned stock less than one hundred pounds made by Firestone to Dealers place of business. The Dealer agrees to pay all taxes that may be assessed against or levied upon the said merchandise or upon Firestone on account of the consignment thereof.
- (5) The Dealer agrees to keep accurate and substantial records showing amounts of merchandise received on consignment from Firestone, amounts thereof sold from time to time, and amounts thereof remaining on hand from time to time, such merchandise to be described in such records in such manner that it may be clearly identifiable.
- (6) Dealer agrees that authorized Firestone representatives may at all reasonable times examine the Dealers stock, records and accounts and generally make such appraisal of Dealers business as they may desire. Dealer will furnish Firestone with a signed financial statement whenever Firestone shall so request.
- (7) On all sales from consigned stock, Dealer agrees to use on his own account, no warranty other than Tire Manufacture's standard warranty, and agrees to make adjustments as directed



by Firestone.

(8) This agreement may be terminated at any time by either party giving to the other party notice of its intention so to do. Upon the termination of this agreement, however, effected, all consigned merchandise in the Dealers possession shall be forthwith surrendered to Firestone or to its duly authorized agent, together with the proceeds of all sales from the consigned stock and dealer will immediately pay Firestone for all merchandise not returned or already paid for.

(9) This agreement does not give Dealer the right to represent Firestone as its agent. It shall not be assigned by either party without the written consent of the other.

(10) At termination of this agreement Dealer will return all Firestone signs furnished to him by Firestone and will remove from his place of business all other Firestone signs.

(11) This agreement shall supersede all agreements previously made between the parties with reference to the furnishing, selling, or consignment of such merchandise as is covered by this agreement. All merchandise shipped by Firestone to Dealer after this agreement becomes effective shall be received by Dealer as consigned merchandise under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement, in duplicate, on this, the 17 day of Jan 1935.

FIRESTONE TIRE & RUBBER COMPANY

By Joe Davis,  
District Manager

Shell Service Sta,  
Dealer.

By Henry Ozley

Filed for record in this office February 5th 1935 at 9 AM and duly recorded in deed record 98, page 175, 176 and examined.

L. C. Walker, Judge of Probate.