

**WYOMING MUSIC CONSIGNMENT AGREEMENT**

The undersigned hereby consigns the musical instrument described below to Wyoming Music pursuant to the terms of this agreement.

1. The instrument consigned is described as follows:

\_\_\_\_\_ (the "instrument").

2. The undersigned warrants that he, she or it is the true and lawful owner of the Instrument and has the right to consign the same to be sold pursuant to the terms of this agreement, and that the Instrument is not subject to any lien or encumbrance that would prevent the passing of free and clear title to another owner.

3. The Instrument will be placed in the showroom of Wyoming Music for sale at a price of \$\_\_\_\_\_. The instrument will not be sold for less than such amount without the prior consent of the undersigned. Wyoming Music has the power and authority to sell the instrument at the designated price, and upon such sale, Wyoming Music will be entitled to 30% of the sale proceeds (exclusive of sales tax). The balance of the sales price will be remitted to the undersigned within 14 to 20 days after the Instrument is sold, allowing time for any checks received as payment to clear.

4. Wyoming Music shall not be responsible for credit checks, or otherwise responsible for collecting any insufficient fund checks or other insufficient payments, such as credit cards, delivered relative to the sale of the Instrument. However, Wyoming Music will assign the right to collect such insufficient payments to the undersigned. Upon recovery of the amount owed, the undersigned will remit 30% of the net proceeds (after costs of collection) to Wyoming Music.

5. Wyoming Music will not guarantee or warranty the condition of the Instrument.

6. Any time between the date of this agreement and \_\_\_\_\_, (the "End Date"), the undersigned may recover possession of the Instrument from Wyoming Music, so long as the Instrument has not already been sold. **The undersigned shall pick up the Instrument from Wyoming Music within five business days after the End Date. If the Instrument is not picked up within the time required, then the Instrument shall be deemed to have been abandoned, and title to the Instrument shall pass to Wyoming Music without any further action or documentation being required.** The undersigned agrees and understands if the Instrument is not picked up within the time required, Wyoming Music will have the right, thereafter, to clean, repair, and/or sell the Instrument all at its own expense and for its own benefit.

DATED this \_\_\_\_\_.

The Undersigned

Wyoming Music  
4230 S. Poplar  
Casper, WY 82601  
237-7322

By: \_\_\_\_\_  
Name (Please Print): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_