

Consignor: _____
Address: _____

Phone _____
Fax _____
Email _____

Consignee: FPS, Inc.
1591 N. National Ave.
Chehalis, WA 98532

Phone 360-740-5220
Fax 360-740-5220
info@certifiedwood.biz

1. **AGREEMENT:** Consignor hereby consigns to FPS wood described on the reverse side of this agreement. FPS accepts consignment subject to the terms and conditions of this agreement.

2. **DUTIES AND PRIVILEGES OF CONSIGNOR:**
 - A. Consignor will pay directly the transportation cost, rail or truck, for safe delivery of the consigned articles to the Cascade Warehouse loading area at 1591 N. National Ave. (Driver, please call Bill Simmons at (360) 740-9816 for instructions.) Driver to present a signed and completed copy of this agreement before unloading.
 - B. Consignor will pay FPS a single charge of \$15/MBF for load and unload, on monthly customer statements. Consigned wood will be delivered on pallets and will be moveable by a standard industrial forklift.
 - C. Consignor will pay a rental charge equal to 35 cents per Unit for each day or partial day in the Certified Wood Warehouse. A Unit of lumber is an evenly stacked bundle, of the same dimensions (even length preferred but not required) and species, which can be safely fork lifted and transported in a single lift. FPS will assign Units unique identifying numbers upon delivery to the Warehouse.
 - D. Consignor reserves the right to sell the consigned lumber for any sales price. Consignor agrees to notify FPS promptly upon sale, provide loading instructions, and pay all charges when billed.
 - E. Consignor may change the minimum price by written notice. The price change takes effect at 8:00 AM Pacific time on the day following receipt of notice.
 - F. FPS payment terms to buyers will be full payment within 10 days of units leaving the warehouse. Net sales proceeds, from sales made by FPS, will be paid to the Consignor no later than the 15th of the month immediately following receipt of full payment from the buyer to FPS.
 - G. By the end of each calendar month, FPS will send to Consignor a monthly statement showing load charges, commissions, and rental charges due from Consignor to FPS. The total is due by the 15th of the month immediately following the statement date. Late payments will be assessed a penalty of 1% per month or any part of a month overdue. All charges past due, including late penalties, become a lien against the consigned lumber in favor of FPS.

3. DUTIES AND PRIVILEGES OF FPS:

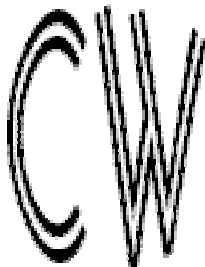
- A. As long as FPS has not been notified of a prior sale by Consignor, FPS may sell the consigned lumber for any price at or above the minimum price listed on the reverse side of this agreement.
- B. If FPS is successful at selling the wood above the recommended selling price listed on the reverse side of this agreement, FPS will receive a sales commission equal to the difference between the actual sales price and the recommended sales price, multiplied by 10%.
- C. If the Consignor's lien amount exceeds 50% of the sum of all Consignor's lumber in the warehouse calculated at minimum sales price, then FPS is free to sell any or all of the consigned lumber, for any price, and satisfy the lien first, even if doing so leaves no money to pay Consignor.

4. **RESTRICTED ACCESS:** Cascade Warehouse and FPS have sole authorization to unload consigned lumber, transport the lumber to and from storage, and reload the lumber back onto an approved freight carrier.

5. **OTHER BROKERS:** Brokers other than Consignor and FPS are encouraged to sell consigned wood. Such sales will be governed by a separate brokerage agreement, with commission specified, that must be signed by Consignor prior to finalizing the sale.

6. **INSURANCE:** Consigned lumber will be insured under FPS's Bailee's insurance policy at a value equal to the minimum sales price. In case of loss, FPS will pay the minimum sales price to the consignor within one week of the date FPS is paid by their insurance carrier. It is hereby agreed that such payment will be the entire settlement for the loss suffered by Consignor.

7. **OTHER:** This agreement is subject to the laws of Washington. It is the entire agreement and supersedes any verbal agreements.



Special Notes



Consignor Signature

Date

