

TEXAMERICANA CONSIGNMENT AGREEMENT

AGREEMENT this ____ day of _____, 2008, by and between _____ (“Consignor”) at the address set forth in Exhibit A, attached hereto and incorporated herein by reference, and Texamericana, a registered Texas nonprofit corporation, at 2313 B Thornton RD, Austin, TX 78704. For good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSIGNMENT:** Consignor hereby consigns to Texamericana, according to the terms and conditions set forth in this Agreement, the record(s) (“Record(s)”) described in Exhibit A and in such format(s), in such numbers of units, and at such retail price(s) as set forth therein. Safe shipment of such units to Texamericana, 2313 B Thornton RD, Austin, TX 78704, and the cost thereof shall be the responsibility of Consignor. Consignor agrees one copy of each record title consigned to Texamericana shall become the permanent property of the Texamericana library.

(a) **Consignor Sets Retail Price, Wholesale Price, and Charitable Donation Amount:** Consignor shall designate its Wholesale Price which shall be the net price per unit which Consignor shall be paid by Texamericana for each sale, as set forth in paragraph 2 below. Consignor shall designate the Retail Price to consumers which shall be entered in Exhibit A, which shall be the amount for which Texamericana shall sell such units. The Charitable Donation Amount is determined by combining the Wholesale Price along with the Texamericana Operating Expenses (\$3.99, as set forth in 1(b) below) and subtracting this combined amount from the Retail Price. Texamericana shall donate this Charitable Donation Amount to the qualifying charitable organization of the purchaser’s choice.

(b) **Texamericana Operating Expenses:** Texamericana shall retain an amount from each sale toward its bona fide operating expenses as a registered nonprofit corporation, and this amount shall be entered as Texamericana Operating Expenses in Exhibit A. Texamericana Operating Expenses is \$3.99 per unit sold as of the date of execution of this agreement. Upon subsequent placements of Records with Texamericana, the parties acknowledge that Exhibit A may be updated with different amounts entered in the respective categories, to be mutually determined at such times by Consignor and Texamericana (including different Records, numbers of units, Retail Price, Wholesale Price, Texamericana Operating Expenses, Charitable Donation Amount).

2. **ACCOUNTING AND PAYMENT:** Texamericana shall provide written statements of account to Consignor and shall pay Consignor and the purchaser’s designee for the Charitable Donation Amount for their respective shares of sales (if any) on a monthly basis but no later than within sixty (60) days of the close of each calendar quarter. Consignor’s and the purchaser’s designee’s Charitable Donation Amount shares shall not be deemed sales until Texamericana has received payment therefor in the U.S. and shall be subject deductions for any reasonable fees Texamericana must pay to third parties to convert such revenue to U.S. dollars. Consignor may inspect Texamericana’s books at Consignor’s sole cost upon reasonable notice during normal business hours solely in connection with sales of Records subject hereto.

3. **RETURN OF UNSOLD UNITS:** Texamericana will return any unsold units no later than with the statement due following the close of the calendar quarter in which Consignor requests such return. Subject to the foregoing, Texamericana reserves the right to return any unsold units to Consignor at any time. Consignor agrees to make arrangements for and pay in advance for shipping the return of unsold units. Notwithstanding the foregoing, Texamericana shall be entitled to deduct the cost of such shipping from any monies due Consignor.

4. **WARRANTIES AND INDEMNITIES:** Each party respectively warrants that it has the right to enter into this agreement unencumbered and to grant the rights and perform the duties and obligations set forth herein and further warrants that no exercise of rights or performance hereunder shall violate the rights of any third party. Each party respectively agrees to hold harmless and indemnify the other for any costs and damages incurred as a result of its own breach of any such warranty. Consignor acknowledges Texamericana does not provide liability insurance for these records and agrees to hold Texamericana harmless should any such loss occur while in transit or while in Texamericana's possession due to circumstances that are not reasonably foreseeable or with reasonably within Texamericana's control.

ACCEPTED AND AGREED:

CONSIGNOR:

TEXAMERICANA:

Print Name: _____

Its _____

TEXAMERICANA CONSIGNMENT AGREEMENT
CONSIGNMENT AGREEMENT
EXHIBIT A
(attached to Texamericana Consignment Agreement)
DESCRIPTION, NUMBER AND PRICE OF RECORDS AND UNITS CONSIGNED

| Title Of Record | * Number of Units Consigned | ** Number of Units At The Ready | Suggested Retail Price To Consumer | Wholesale Price To Consignor | Texamericana Operating Expenses | *** Charitable Donation Amount |
|-----------------|-----------------------------|---------------------------------|------------------------------------|------------------------------|---------------------------------|--------------------------------|
| | | | | | \$3.99 | |
| | | | | | \$3.99 | |
| | | | | | \$3.99 | |
| | | | | | \$3.99 | |

* Number Units Consigned pertains to the number of CDs contained in the shipment accompanying this Consignment Agreement.
** Number of Units At The Ready pertains to the number of CDs Consignor has available for delivery to Texamericana within three (3) business days of receiving a request, by e-mail, telephone or fax, from Texamericana for more CDs to fulfill orders related to special radio promotions.
*** Texamericana is a Texas Non-profit Corporation required by federal law to pay income tax to the Internal Revenus Service on the net proceeds derived from CD sales. The Charitable Donation Amount reflects the projected net proceeds of \$1-\$5 per CD.

ACCEPTED AND AGREED:

CONSIGNOR:

Print Name: _____
(checks are payable to the name listed above)
Address: _____

(checks are mailed to the address listed above)

Phone: _____

Fax: _____

E-mail: _____

Website: _____

EIN/SS: _____

TEXAMERICANA:

Its _____

Texamericana
A Texas Nonprofit Corporation
www.texamericana.org

Ship CDs to:
Texamericana c/o
Bright Receiving
2835 Shoal Crest Avenue
Austin, Texas 78705

E-mail: info@texamericana.org

Barbara Kooyman
Executive Director
Phone: (512) 383-9797
Fax: (512) 320-8683