

Consignment Agreement

Effective Date ____/____/____

Between [Shop / Owner], further referred to as "[Seller]",

A [State] [Type of legal entity],

Located at [Address]

[City], [State] [Zip Code]

And [Business / Individual], further referred to as "[Consignee]"

A [State] [Type of legal entity],

Located at [Address]

[City], [State] [Zip Code]

Both parties agree to the following terms:

The Seller agrees to place on display the mutually agreed upon item or items in a prominent area that is of his / her place of business.

The Seller is entitled to retain ____% of the purchase price of each sale for such display.

The Seller shall submit a check for the full amount of the purchase price, less the previously mentioned agreed upon % to the Consignee within ____ business days of receipt of the sale.

The Seller agrees to obtain the price set by the consignee for each item sold, and will accept nothing less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, and signed off by both parties.

The Seller has proven to the Consignee that he / she maintains insurance for any damage or theft that may occur to items left with the Seller. While the consigned items are in the possession of the Seller those items will be covered under the Seller's insurance policy.

The Consignee agrees to leave merchandise with the Seller for a minimum of ____ Days.

The Consignee further agrees to present only a high quality product to the Seller, and also agrees to replace any item that is flawed and or damaged by the Consignee during manufacturing.

All merchandise that is not sold at the end of the consignment timeframe will be evaluated by both the Seller and Consignee. If the Consignee decides to remove their merchandise, the Consignee takes responsibility for any delivery costs that may result for such removal. All marketing merchandise such as brochures, pamphlets, displays, etcetera will be removed at the time the items are removed from the Seller's store, unless otherwise mutually agreed upon by both the Seller and Consignee.

The Seller and Consignee do hereby agree to the terms set forth above by their signatures found below.

Applicable Law

This contract shall be governed by the laws of the State of _____ in _____ County and any applicable Federal Law.

Date
Signature of Consignee

Date
Signature of Seller