

## CONSIGNMENT CONTRACT

1. THIS CONSIGNMENT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_20\_\_\_\_ between Wonderland Antiques and Curiosities LLC, 8251 S. Main Street, Helen, GA 30545, and Consignor located at
2. \_\_\_\_\_
3. DEFINITIONS
4. Store: Wonderland Antiques and Curiosities LLC
5. Consignor: party with goods to sell who provides them to Store
6. Customer: party purchasing goods through the Store
7. AGREEMENT TO SELL
8. In accordance with this Agreement, the Consignor grants an exclusive right to display and sell the mutually agreed upon item(s), pursuant to the terms of this Agreement.
9. Store agrees to place on display the mutually agreed upon item(s) in an appropriate area within the store premises.
10. Consignor shall assume all responsibility for delivering the merchandise or arrange for the delivery and all costs associated with said delivery of merchandise.
11. The sale price of all items and terms of sale shall be determined by mutual agreement of the Consignor and Store.
12. Consignor grants permission and rights to the Store to photograph, videotape, or otherwise document the agreed upon item(s), and to use the resulting images and documentation in the marketing of the consigned item. Such use may include, but is not limited to, sales advertising, online posting, promotional materials, or other such uses as may be deemed beneficial by the Store.

### PROCEEDS AND TERMS OF SALES

13. Store shall retain 40% of all proceeds from the sale of each item consigned.
14. Store, shall pay Consignor 60% of the sale price within 10 business days of the end of the sale month.
15. Both Store and Consignor agree that payments shall be made by check, which may be picked up by the Consignor on or after the 10<sup>th</sup> business day of the month following the sale.
16. Store shall retain possession and control of the consigned merchandise for a minimum of 30 days, beginning on agreement date after which Consignor may choose to withdraw the items from consignment.

17. Requests to withdraw items from consignment shall be made in writing at least 5 business days before the desired withdrawal, to allow Store time to remove the item from any advertising which asserts the item is still available for sale.
18. Store agrees to maintain the agreed upon selling price for each item consigned, except as stipulated below.
  - a. Store policy is to apply at 10% discount for items over \$20 that are not marked "firm", upon customer request or, if in the judgement of the sales staff, offering the discount will secure a sale that might otherwise be lost.
  - b. If Customer requests a discount larger than the 10%, Store will attempt to contact the Consignor to negotiate a lower price.
  - c. If Store is unable to reach the Vendor by their preferred method of contact (usually text or phone call), Store will not agree to a larger discount on behalf of the Vendor
  - d. Consigned items shall be of a quality and price such that they can be reasonably expected to sell within six (6) months of the commencement of this consignment agreement. Consignor and Store shall reach mutual agreement on quality and price of consigned items prior to items being accepted for consignment.
  - e. Unsold consigned items shall be discounted by 10% at the end of each month the item remains unsold, until such a time as the consigned item reaches 50% of the original asking price, or until the Consignor chooses to withdraw from this consignment agreement.
  - f. If the item remains unsold for 30 days after the 50% of original asking price threshold is reached, Consignor shall remove the item from consignment. At Store' sole discretion, an extension of the 6-month consignment period limit or a complete contract renewal may be negotiated.
  - g. If no extension is agreed upon, storage in the amount of \$10 per day per item shall be assessed to the Consignor for each day the item remains in Store. Merchandise in such a "storage" status shall continue to be available for sale with storage charges deducted from the final sale price. Should Consignor not retrieve the item and pay the storage charge within 30 days, the item becomes the property of Store to dispose of at Store's sole discretion.
19. Consignor grants permission to Store to contact Consignor during regular business hours by phone or text message with any questions Customer may have that cannot be answered by Store. Consignor agrees to make all reasonable efforts to respond quickly to such inquiries. Consignor shall notify Store of any times during which Consignor is not available to take or respond to such inquiries.
20. Store shall maintain insurance for the premises and all contents thereof against any damage or theft that may occur to any item(s) left with Store to sell.
21. Prior to or upon delivery of the merchandise, the Consignor shall provide a complete and accurate inventory list of the merchandise items that have been consigned to be sold. This list must include a

description of each item, the quantity of each item, the agreed upon price of each item, and it must be signed by both the Consignor and Store upon acceptance.

22. All Consigned merchandise must be clearly tagged and legibly marked with consignor number, item, and price.
23. Store shall only accept clean, quality merchandise in good condition.
24. All consigned merchandise shall remain at the Store address and shall not be moved to another location without prior approval of Consignor.
25. Any merchandise that is not sold at the end of the consignment period shall be evaluated by both Store and the Consignor. If the Consignor decides to remove their merchandise, the Consignor shall assume all responsibility for retrieving and removing the unsold merchandise or arrange for the pick-up and all costs associated with said removal of merchandise.

#### MERCHANDISE RECORDS

26. The Store is responsible to maintain all records of consignments and ensure accurate record keeping of each item, quantity and what was sold. The Consignor shall have the right to inspect all records related to their account.

#### MERCHANDISE OWNERSHIP

27. The Consignor shall retain ownership of all consigned merchandise until such time as the merchandise is sold or retrieved by Consignor.

#### BREACH OF AGREEMENT

28. If Store fails to perform and/or adhere to the terms and obligations contained herein this Agreement, the Consignor shall be afforded the opportunity to cancel this Agreement by providing 15 days advance written notice to Store.
29. Consignor shall afford Store the opportunity to take corrective action prior to the deadline stated in the aforementioned advance written notice to avert cancellation of this Agreement.

#### TERMINATION OF CONSIGNMENT AGREEMENT

30. Store may terminate this Agreement at any time and for any reason by providing 30 days advance written notice and by returning to the Consignor all the unsold merchandise that is the subject of this Agreement. The expense of retrieving any unsold merchandise shall be the responsibility of the Consignor.
31. The Consignor may terminate this Agreement at any time and for any reason by providing 5 days advance written notice. Termination shall not affect the agreement regarding items of merchandise already sold or other consigned merchandise. The expense of retrieving any unsold merchandise shall be the responsibility of the Consignor.

## BUSINESS OPERATION

32. Store shall maintain the exclusive right to determine the business operation and management of its premises. The Consignor shall have no liability or responsibility for the operation and management of Store' business, employees, staff, officers or agents or any torts or other causes of action that may result from daily operation of business, and Store agrees to defend, indemnify and hold harmless the Consignor for same.

## LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE

33. Store shall maintain liability insurance sufficient to cover loss of consigned merchandise to the extent of the purchase price of the item.

## ARBITRATION/MEDIATION DISPUTE RESOLUTION

34. Store and the Consignor both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.
35. The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction. This Agreement shall be interpreted and governed by and in accordance with the Federal Arbitration Act 9 U.S.C. §1-16.

## SEVERABILITY CLAUSE

36. In the event that any provision of this Consignment Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

## ENTIRETY

37. The herein contained Consignment Agreement constitutes the entire understanding of both Store and the Consignor pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

WARRANTIES

38. Neither Store nor the Consignor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of Store or the Consignor.

ASSIGNMENT

39. This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

GOVERNING LAWS

40. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia.

WAIVER

41. Store and the Consignor agree that instances or patterns of wavier, forbearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this Agreement.

AGREED AND EXECUTED, on \_\_\_\_\_ 20\_\_\_\_\_.

STORE:

CONSIGNOR:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)