

RETAIL CONSIGNMENT AGREEMENT

Location: _____ Contract Number: _____

Consignor (Owner) Information:

Full Name or Business Name: _____

Address: _____

Phone/Email: _____

Tax Identification Number (if applicable): _____

Consignee (Retailer) Information:

Full Name or Business Name: _____

Address: _____

Phone/Email: _____

Tax Identification Number (if applicable): _____

Consigned Goods Description:

Item Name/Description: _____

Quantity: _____ Unit Price: _____ USD

Condition of Items: _____

Terms of Consignment:

Consignment Period: _____

Retail Price: _____

Commission Percentage to Consignee: _____

Payment Terms (Timing and Method): _____

Obligations of Consignor:

Consignor represents and warrants that it is the lawful owner of the consigned goods and has full authority to consign the goods. Consignor shall deliver the goods in the condition described above and shall be responsible for any defects unless otherwise agreed. Consignor shall maintain insurance coverage on the goods unless otherwise agreed in writing. Consignor shall indemnify and hold harmless Consignee from any claims arising out of Consignor's failure to perform any obligations herein.

Obligations of Consignee:

Consignee agrees to exercise reasonable care in the safekeeping and display of consigned goods and to make reasonable efforts to sell the goods at or above the agreed retail price. Consignee shall keep accurate records of sales and provide timely reports and payments to Consignor in accordance with the payment terms. Consignee shall maintain insurance coverage for goods in its possession against risks of loss or damage unless otherwise agreed in writing.

Risk of Loss and Insurance:

Risk of loss or damage to the consigned goods shall remain with Consignor until sold. Consignee shall maintain insurance coverage for the consigned goods while in its possession as required above. Consignor shall be responsible for any uninsured losses.

Term and Termination:

This Agreement shall remain in effect for the consignment period stated above, unless terminated earlier by either party with written notice. Upon termination, Consignee shall promptly return any unsold goods to Consignor at Consignor's expense, unless otherwise agreed. Any outstanding payments due to Consignor shall be settled within a reasonable time as agreed.

Accounting and Payment:

Consignee shall provide Consignor with detailed accounting of sales, returns, and expenses related to the consigned goods at intervals agreed by the parties. Payments due to Consignor shall be made within the agreed timeframe and by the agreed method. Consignee's commission shall be deducted from the sales proceeds before payment to Consignor.

Warranties and Representations:

Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and that the execution and performance of this Agreement does not violate any other agreement binding on it. Consignor warrants that the goods are free of liens and encumbrances, except as disclosed.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising out of a breach of this Agreement or the negligent or willful misconduct of the indemnifying party.

Confidentiality:

The parties agree to keep confidential all non-public information disclosed in connection with this Agreement and to use such information solely for the purposes of performing under this Agreement, except as required by law or with prior written consent.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, the dispute shall be submitted to mediation, and if still unresolved, may be submitted to binding arbitration in accordance with the rules of a mutually agreed arbitration body.

Entire Agreement and Amendments:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations. Any amendments or modifications must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Waiver:

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach. No failure or delay by either party to exercise any right or remedy shall operate as a waiver.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

CONSIGNOR'S SIGNATURE

CONSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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