

# Consignment Agreement



Effective Date: \_\_\_\_\_

Between: Park Books & Literacy Lab, LLC (seller)  
Location: 555 Baltimore Annapolis Blvd  
Severna Park, MD 21146

AND

Between: \_\_\_\_\_ (consignee(s))

Address: \_\_\_\_\_  
\_\_\_\_\_

The parties named above agree to the following terms:

## **Selection of artists/merchandise and display and marketing of merchandise for sale:**

Park Books & Literacy Lab agrees to display and market the consignee's merchandise. The seller will promote the consignee's merchandise but does not guarantee sales. Selection of consignees and the specific merchandise that will be displayed and sold at Park Books & Literacy Lab will be the result of a discussion between the consignee and the seller, and all final decisions are at the sole discretion of the seller.

The seller will determine the amount of space taken up by, and the location of the consignee's display of merchandise in collaboration with the consignee, and the consignee is invited to supply and set up the displays for their goods, in collaboration with the seller.

## **Pricing/Markup to Park Books & Literacy Lab:**

When merchandise is sold, the seller will retain forty percent (**40%**) of the selling price; sixty percent (**60%**) will be paid to the consignee. Please note: We ask all consignees to keep price points for their merchandise placed with the seller in line with their Direct Sale price points.

Either consignee or seller may initiate a conversation about price changes for the merchandise, whether for a period of reduced price/sale or as an on-going price change. The final decision on price rests with the consignee.

## **Value-added features:**

The consignee is invited to provide additional information for the customer, including, as deemed useful, the source of the goods, the nature of their production, their connection to traditional goods and practices, or any other narrative that will add intangible value to the goods for sale. The consignee is also invited to provide a link to a website – whether a printed website address, a smart tag or other means agreed by the seller; The consignee is invited to provide the customer with the address of their store or production location, if desired.

## **Payment Terms:**

Payment will be calculated and issued on a monthly basis (the 'payment period'), based on the net goods remaining after an inventory count performed at the end of each payment period. Checks will be retained

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at the store until the 15th of the month following the end of the payment period, and then mailed to the artist/consignor. The seller will email the consignee a list of the merchandise sold within the first five business days of the end of the payment period.

### **Logistics of Product delivery/replacement:**

Consignees will be responsible for all delivery/pickup arrangements of their merchandise, and/or all costs involved with delivering merchandise to the seller. Once merchandise has been delivered to the seller for the purpose of consignment:

- Once a month the merchandise may be replaced with other merchandise by the consignee after discussion with the seller;
- At the end of consignment period the seller may request withdrawal/replacement of merchandise for cause (which would usually be slow or non-existent sales);
- The selection of merchandise will be reviewed at the end of the consignment period, as outlined below;
- All changes in the stock of merchandise will be recorded and signed off by both parties.

### **Anniversary date / Review of consignment arrangements:**

The consignment period will be \_\_\_\_\_, with the anniversary date based on the date of this consignment contract. Both the seller and consignee may request a conversation regarding any aspects of the merchandise/display/pricing at any point in the consignment period, and the seller and consignee will arrange for a meeting at a suitable time for both parties.

All merchandise that is not sold at the end of the consignment period will be evaluated by both the seller and the Consignee for purposes of determining product selection for the following consignment period. If either the seller or the Consignee decide to remove/replace merchandise, the Consignee takes responsibility for any delivery costs that may result for such removal/replacement. If/when a consignee ceases to have any merchandise for sale with the seller, all marketing merchandises such as brochures, pamphlets, displays, etc. will be removed at the time the merchandise is removed from Park Books & Literacy Lab.

### **Insurance for losses of consignee's goods:**

The seller warrants to the consignee that the seller will not reimburse the consignee for any losses of individual goods due to theft or damage. The seller will make every attempt to protect the art/merchandise. The seller will maintain insurance for general losses such as fire, break-in or other store-wide event resulting in losses to merchandise.

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 Anne Arundel County, Maryland, and any applicable Federal Law.

Signature of Consignee \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Seller (Store Owner) \_\_\_\_\_ Date \_\_\_\_\_

Melody Wukitch, Owner, Severna Park Books & Literacy Lab, LLC.