



**The Red Stable, German Village Souvenirs & Gifts  
Consignment Agreement**

This Consignment Agreement (“Agreement”) made as of \_\_\_\_\_ (Date), by and between \_\_\_\_\_ (“Consignor”) and The Red Stable (“Consignee”).

WHEREAS the Consignor wishes to sell certain products (“Products”) on consignment and

Consignee provides a service to sell the Products on behalf of the Consignor;

THEREFORE IN CONSIDERATION of the premises, the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Sale by Consignment. The Consignee will, from time to time, place orders for the Products from the Consignor. The Consignor may, at its sole discretion, accept such orders and ship/hand-deliver such Products (at their own expense) on consignment to the Consignee, subject to and in accordance with the terms and conditions of this Agreement. The Sales Commission for all products is \_\_\_\_.
2. Ownership of Products. Title to property and ownership in all Products shall remain with the Consignor, until such time as their removal may be directed by the Consignee, or until such time as they may be disposed of by bona fide sale. At any time, and from time to time, the Consignor may require the return of all or some of their Products on the provision of a 5-day written notice. However, Product in-and-out will not be permitted. Once Products are removed from inventory they cannot be resubmitted, except for special circumstances.
3. Condition of Products. The Consignee will keep the Products free from any lien, security interest or encumbrance adverse to the ownership interest of the Consignor, and shall maintain the Products in good condition.
4. Return of Products. The Consignee may determine Products are not a good fit for the shop based on customer feedback, price point or other factor, and may request Consignor to pick up product within a reasonable amount of time (within 2 weeks of initial contact.) If Consignor does not pick up Products in reasonable time, Consignee reserves the right to liquidate Products at Consignee’s discretion.
5. Efforts to Sell. The Consignee will display the Products in a prominent place in the shop and will include Consignor in group marketing efforts, to sell the Products at or above the initial retail recommended prices. The Consignee must obtain approval of the Consignor before offering the Products for sale at less than their respective Retail Prices. Consignor agrees to participate/reciprocate in any marketing and social media campaigns and efforts launched by the Consignee.
6. Payment for Products (Commissions). The Consignor shall submit an inventory form for all Products shipped or hand-delivered to the Consignee for approval, pursuant to the terms of this Agreement. The Consignee will place all product indicated in database as inventory, from which reports will be pulled on the last day of each month. In the event of a sale, the Consignee will pay

to the Consignor the agreed consignment rate for Products sold. Checks are mailed by the 10th business day of the month.

7. Risk of Loss, Theft or Damage. Consignee will do all it can to prevent theft or damage of Products, but does not assume any responsibility for lost, stolen or damaged Products. Consignee will provide a monitored security system and recorded surveillance to help avoid theft incidents.
8. Insurance. Consignee will only carry insurance for the Consignee's interests. Consignors are encouraged to contact their homeowner's or business insurance agent to properly insure their own Products. It is recommended Consignor keep a detailed list of all Products placed into inventory with a photo for documentation.
9. Consignee *requests* exclusivity of Products within the parameters of German Village, particularly customized German Village versions. Parameters are: North at Livingston, south at Whittier, west at High Street and East at Parsons.
10. Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.
11. Consignee will collect and pay all sales tax on behalf of the Consignor. Consignee may distribute a 1099 at year-end for items sold, when applicable or by request.
12. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

*Consignee*

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*Consignor*

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