

Consignment Agreement

Effective Date ____/____/____ to end date ____/____/____

Between Time After Time Gifts, further referred to as "Seller", Located at 603 Turlington Road, Suffolk, VA 23434
And _____, further referred to as
"Consignee" _____

Both parties agree to the following terms:

RIGHT TO SELL.

1. In accordance with this Agreement, Consignee grants Time After Time Gifts an exclusive right to display and sell the mutually agreed upon item(s) under the terms of this Agreement.
2. Seller agrees to list online the mutually agreed upon item(s) using one or more different venues.
3. All sales prices and terms of sale shall be determined by mutual consent of the parties.

PROCEEDS AND TERMS OF SALES:

1. The Seller is entitled to retain 35% of the proceeds from the sale of each item consigned.
2. The Seller shall submit a payment for the full amount of the purchase price, less the previously mentioned agreed upon 35%, to the Consignee within 30 business days of receipt of the sale. All Consignees shall be paid their portion, 65% of the sale price (not including tax) at the end of each month (on or before the 30th) for sale of their item(s) during that month.
3. The Seller and Consignee agree that these payments shall be made by the following method:

(Check by mail, check by pick up, or Paypal.)

4. The Seller agrees to maintain the agreed upon retail purchase price set by the Consignee and the Seller for each item sold, and will accept nothing less than the retail purchase price for the consigned merchandise unless otherwise agreed upon in writing, and signed off by both parties.
5. While the consigned items are in the possession of the Seller, those items will be covered under the Seller's insurance policy.
6. The Consignee agrees to leave merchandise with the Seller until item sells or is withdrawn.
7. Upon or before delivery of the products, The Consignee will provide a complete and accurate inventory list of the products he/she will be consigning to the Seller. This list must include the number of products, the name/description of each and the suggested retail purchase price and must be signed by both the Seller and the Consignee upon acceptance.
8. The Consignee further agrees to present only high quality, vintage products that are at least twenty years old.

9. Products will be kept at the address of the Seller shown above, and the Seller will not permit any Products to become kept or stored at any other location without the prior written consent of the Consignee.

10. 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 retrieving the aforementioned product or for delivery costs that may result for such removal.

RECORDS. It is the responsibility of the Seller to maintain all records of consignments and to inform the Consignee when the period is up.

USE OF IMAGES.

1. Unless otherwise specified, the Seller maintains the right to obtain and use images of all products contained within the Seller's premises for the purpose of advertising and promotion.
2. The Consignee shall allow the Seller to utilize images of the products obtained by the Consignee for the purpose of advertising and promotion upon Seller's discretion.

WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the item sold by the other party or by any third party. In no event will Time After Time Gifts be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the item sold.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

TERMINATION. This Agreement may be terminated by either party by providing 60 days' written notice to the other party.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

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

This contract shall be governed by the laws of the State of Virginia in the City of Suffolk and any applicable Federal Law.

_____ Date

Signature of Consignee

_____ Date

Signature of Seller