



CONSIGNMENT AGREEMENT

W7 Collective . 1032 Seventh Street West . St Paul Minnesota
www.w7collective.com

Both Contractor and Consignor agree as follows:

Contractor: *W7 Collective* / Judith Wilds Shimota 7687 Somerset Road
Woodbury Minnesota 55125 651-398-5582 wildshimota@comcast.net

Consignor:

Name _____

Business Name _____

Address _____

Website _____

Phone Number _____

E-Mail _____

SECTION I: CONSIGNMENT PERIOD

This consignment period shall begin the day Consignor Goods are delivered to Contractor and shall be completed at the end of the scheduled sale unless either party, in its own discretion, chooses to extend or end the consignment by giving notice to the other party. This period, from start to end, is known as the "Consignment Period." At the end of the Consignment Period, **Consignor** shall pre-arrange to have the Goods either packed and stored by Contractor or removed/delivered from Contractor's store to Consignor at Consignor's expense.

SECTION II: CONSIDERATION & ACCEPTANCE

- **Consignor shall submit \$10 application fee when applying for inclusion in each scheduled sale along with 3-5 jpegs or pictures of work.**
- If accepted, Consignor shall pay Contractor remaining \$40 to complete the required \$50 fee for display and marketing of the Goods per scheduled sale event. (Scheduled sale event on second Thursday, Friday, Saturday of month unless otherwise noted.) Subsequent Events also require a \$50 fee payment per each event .
- **Participating Consignor must submit signed Consignment contract and total event fee to Contractor by mail or e-mail prior to each event.** Sale event fee is refundable to no-shows only on case by case consideration.
- Consigner shall seek preapproval and make arrangements with specific details with Contractor if Consigner wishes to conduct a workshop or demonstration of Goods. Subsequent workshop/demonstration costs/fees to be negotiated between Contractor and Consignor at time of agreement and on case by case consideration.

This is a legal and binding hold harmless agreement. _____ (initials of Consignor)

SECTION III: IDENTIFICATION OF GOODS

Consignment Goods must be identified via the W7 Collective Inventory list, which must be completed and signed by Consignor in presence of Contractor and/or Witness on scheduled delivery date of Goods.

- Inventory list must correspond to Consignor's labels on Goods, including a legible item number, price and Consignor number.
- Consignor can choose to supply Contractor with business cards and biography for possible use for advertising, marketing and in the event of returns or other issues.

SECTION IV: DELIVERY OF GOODS TO CONTRACTOR

- All Goods supplied/delivered by Consignors will be subject to approval by Contractor.
- Upon delivery of Goods to Contractor, Consignor's rights to the possession and placement of Goods cease under the terms of this agreement.
- **Placement and merchandising of Consignor Goods will be sole responsibility of Contractor.**
- Designer copies will not be accepted.
- Contractor retains the right to refuse any Goods.
- **Goods and completed Inventory list must be delivered to W7 Collective by date specified by W7 Collective communication, usually the Sunday evening before the scheduled sale between 7 PM and 9 PM** unless alternative times have been pre-arranged between Contractor and Consignor. Depending upon type of Goods, Consignor may be required to provide display and/or assistance with display.
- Contractor will pre-determine if Consignor needs to provide packaging and/or display assistance for Goods.

SECTION IV. DELIVERY and SALE OF GOODS TO CONSUMER

A. Delivery of Goods:

Contractor accepts Goods solely on consignment by Consignor. Consignor shall be responsible for the delivery cost of shipments of all Goods to Contractor. All risk of loss or damage to Goods in transit shall be borne by the Consignor.

B. Sale of Goods:

Contractor shall attempt to sell, transfer, and deliver to Consumers Consignor's inventoried Goods during *W7 Collective* open hours.

- **All inventoried Goods shall be tagged by Consignor with corresponding labels that include price, item number and assigned Consignor number.** If such labels do not exist, Consignor accepts risk for any subsequent errors during the sale and/or return of inventory.
- **Consignor to supply a completed inventory sheet** with corresponding Consignor number as well as an itemized inventory name and subsequent price to Contractor at least two days before scheduled sale on scheduled inventory delivery date.
- Consignor shall receive 80% of sale price of their Goods sold; Contractor shall receive 20% of sale price of all Goods sold per consignment agreement.
- Contractor will not bargain or negotiate with buyers; prices accepted are those prices attached to Goods by Consignor; prices are firm and must be paid in full at time of purchase.
- Any required shipment or cost of delivery of sold Goods will be the responsibility of Consignor and/or consumer. Consumer will be instructed to negotiate delivery and/or shipping costs with Consignor.
- Consignor will be responsible for any specific packaging, if deemed necessary by Contractor, for Goods sold.
- **Any returned Goods from Consumers will not be accepted by the Contractor and instead will be the responsibility of Consignor.**

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SECTION VI: RETURN OF GOODS TO CONSIGNOR

- Consignor must remove remaining Goods between **5 PM and 7 PM on each Saturday of scheduled sale unless otherwise noted.**
- It is Consignor's responsibility to check inventory when removing inventory at sale's end.
- Consignor agrees to remove all Goods and/or display and/or packaging materials by no later than 7 PM Saturday on last day of Event sale or a removal fee of \$25 may be assessed.
- If unable to remove all Goods by scheduled day and time, Consignor must contact Contractor and receive confirmation of alternative arrangement prior to scheduled sale to avoid removal fee of \$25.
- All Goods NOT removed by Consignor by 7 PM Saturday of same weekend of Event sale are considered forfeit and become property of Contractor unless previous arrangements have been agreed upon by both parties.
- If alternative/previous arrangement regarding removal of Goods is agreed upon between Consignor and Contractor PRIOR to any sale, a \$10 fee **will** be charged for storage/packing; if stored/packed Goods are not picked up by this subsequent arranged time, those Goods are forfeit to Contractor.

SECTION VII: COMPENSATION TO CONSIGNOR

Contractor will accept cash and credit cards for sale of Goods; prices determined by each Consignor with Consignor's Goods legibly priced.

- Contractor responsible for collecting and paying sales tax and credit card merchant fee on all sales of Goods.
- Contractor will pay Consignor 80% of price of sold Goods in the form of a check **by the first of the month following the scheduled sale, less any additional assessed fees.**
- Contractor will pay to Consignor 80% of the Unit Cost for each unit shown on Inventory form (80% of price) for each consigned unit of the Goods sold, but Contractor shall owe nothing for any unit not sold at retail in Contractor's store. Contractor's normal in-store sales system shall be used to record all Goods sold at retail under this agreement, and both parties agree that the store's sales records are final determination of the actual number of units of the Goods sold by Contractor. By the 1st of the following month of scheduled sale, Contractor's headquarters office shall mail payment owed to Consignor's address shown on this Agreement. **UNDER NO CIRCUMSTANCES SHALL PAYMENT BE MADE BY CONTRACTOR'S LOCAL STORE OR EMPLOYEES. PAYMENTS TO CONSIGNOR UNDER THIS AGREEMENT WILL ONLY BE MADE BY CHECK ISSUED FROM CONTRACTOR'S ADDRESS OF RECORD.**

SECTION VIII: LOSS OF GOODS

- The risk of damage or loss from any casualty to the Goods, regardless of the cause, will be assumed by the Contractor, who will replace lost or damaged product at 30% of its documented retail value noted on W7 Inventory form.
- Contractor shall use its normal measures to protect the security of the Goods. However, Contractor accepts no responsibility for Goods damaged or destroyed due to fire or acts of God.

SECTION IX: HOLD HARMLESS AGREEMENT

Consignor shall and does indemnify and hold harmless **W7 Collective**, the Pilney Building, its owners, agents, associates and tenants, including but not limited to, Wild Shimmer Designs and/or Judith Wilds Shimota, against all liabilities, fines, claims, damages and actions, costs and expenses of any kind or nature, including attorney fees or anyone whomsoever, including loss of life and injuries to persons, or loss of property, arising in whole or in part from consignment with Judith Wilds Shimota and/or **W7 Collective**. This includes but is not limited to, injury to person, theft of or damage to property, loss by fire or any other cause, nor will I/we be a party to any lawsuit. Consignor warrants to Contractor that the Goods consigned pursuant to this Agreement are not in violation of any trademark, copyright, of other proprietary right of third parties, state or federal law or administrative regulation. Consignor hereby agrees to indemnify and hold harmless the Contractor from all damages, suits, litigation, awards and costs, including but not limited to attorney's fees, which arise out of the display or sale of the consigned Goods for any reason whatsoever, including but not limited to civil or criminal suits over the authenticity, legality, ownership, infringement of copyright or trademark or any other claim or litigation.

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SECTION X: WARRANTY OF NO ENCUMBRANCES

Consignor warrants that the Goods are now merchantable, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

SECTION XI: WARRANTY OF TITLE

Furthermore, Consignor warrants that at the time of signing this agreement, Consignor neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Contractor in the Goods.

SECTION XII: RIGHT OF INSPECTION

Contractor assumes no warranty for returned Goods, all sales are final.

SECTION XIII: RIGHT OF REFUSAL

Contractor retains the right to refuse any Consignor, for any reason, including but not limited to, Consignor non-compliance with this agreement.

[Signature] _____ [date] _____
CONSIGNOR

[Signature] _____ [date] _____
CONTRACTOR (W7 COLLECTIVE)

[Signature]: _____ [date] _____
WITNESS