



## CONSIGNMENT CONTRACT

Thank you so much for trusting French & Scouser to sell your merchandise/art/designs.

We look forward to an ongoing, mutually successful business relationship with you.

This serves to define the relationship between French & Scouser and each consignor:

On this day XXXX, French & Scouser and XXX (consignor) do hereby enter into the following agreement:

### **1. Agency; Purposes**

The consignor appoints French & Scouser as agent for the Consigned Goods consigned under this agreement, for the purposes of sale. French & Scouser shall not permit the Consigned Goods to be used for any other purposes without the written consent of the consignor. French & Scouser reserves the right to reject any and all merchandise even if the consignor has previously consigned with French & Scouser.

### **2. Consignment**

Consignor hereby consigns to French & Scouser, and French & Scouser accepts on consignment Consigned Goods listed on the attached inventory sheet, which is a part of this agreement. Additional Inventory Sheets may be incorporated into this agreement if both parties agree. Consignor shall sign off on all inventory sheets.

Upon approval by French & Scouser, any new merchandise consignor wishes to sell, that is not currently listed on the inventory sheet/s, must be issued a new contract and date.

### **3. Duration of the Consignment**

The consignor and French & Scouser agree that the initial term of consignment for the Consigned Goods is to be 60 days from the date said goods are displayed in the store and that the consignor will not ask for return of their Consigned Goods prior to this date.

### **4. Transportation Responsibilities**

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Consigned Goods from the consignor to French & Scouser, shall be the responsibility of the consignor. Packing, shipping, insurance, and other handling expenses from French & Scouser to the consignor is the sole responsibility of the consignor.

### **5. Responsibility for Loss, Damage, Insurance Coverage**

French & Scouser will be responsible for the safe-keeping of all Consigned Goods while they are in its custody. French & Scouser represents that they will maintain insurance, and that the Consigned Goods will be covered by said insurance while it is in French & Scouser's possession.

## **6. Pricing; Markdown; Commission; Terms of Payment**

French & Scouser shall sell Consigned Goods only at the retail price specified on the inventory sheet/s of this agreement. Retail price for Consigned Goods must be agreed upon by both the consignor and French & Scouser. French & Scouser and the consignor agree that French & Scouser's commission is to be 50% for all, regardless of the retail price of the Consigned Goods. (This percentage may change in unique situations and will be discussed and approved by both parties prior to acceptance of item.)

Payment to consignor for all sold Consigned Goods will be paid out in the form of a check for 60% of the agreed upon retail selling price on the 15th of the following month. Automatic discount schedule: Consigned Goods will be discounted 30% after 30 days, 40% after 40 days, 50% after 50 days.

Consigned Goods will become French & Scouser's property after 60 days, unless consignor retrieves Consigned Goods at its own expense.

## **7. Promotion**

French & Scouser shall use its best efforts to promote the sale of the Consigned Goods.

French & Scouser agrees to place Consigned Goods in a prominent place in his establishment. Consignor understands that while French & Scouser agrees to use its best efforts to obtain a sale of the Consigned Goods, there is no guaranty a sale will occur.

## **8. Inventory**

An inventory sheet/s must accompany all Consigned Goods presented in this consignment contract, which is available for sale at French & Scouser. Fill out the inventory sheet completely. The inventory sheet is the legal record of the Consigned Goods covered by this agreement.

## **9. Procedures for Modification**

Amendments to this agreement (including additional inventory sheets) must be signed by the consignor and French & Scouser and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

## **10. Signatures**

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Consignor's Printed Name

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Consignor's Signature & Date

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French & Scouser's Representative Printed Name

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French & Scouser's Representative Signature & Date



Name: XXXX \_\_\_\_\_ Consignor ID: \_ XXXXX \_\_\_\_\_

Phone: \_\_\_\_\_

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

Email: \_XXXXXXXX\_\_\_\_\_

\*If you need more room, use another Inventory List Page\*

**Consignor's Signature**

Date

## French & Scouser's Representative Signature

Date



Name \_\_\_\_\_

### Consignor's Signature

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Date \_\_\_\_\_

## French & Scouser's Representative Signature

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Date \_\_\_\_\_