



JUNK IN THE TRUNK – CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is made effective as of June 25, 2013 between Consignor, _____ and 915 Monmouth, of 915 Monmouth St., Newport, Kentucky.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "Consignor", and the other party who is receiving the right to sell the merchandise will be referred to as "915 Monmouth".

The parties agree as follows:

- I. **ITEM ACCEPTANCE.** No dresses or garments will be accepted. Each **individual item** must be marked with the following. Seller's Initials. Item Number. Price. – No exceptions. Any item not marked will not be placed out for sale or will be returned to you to be marked.
- II. **OUT OF TOWN CONSIGNORS.** Though we encourage you to personally drop off all items, if there is enough interest in your area, a day will be set up for collection, but this cannot be guaranteed. You will be responsible for either having your items shipped back (you will be charged shipping) or you must return to pick up your goods at the specified times. All items not picked up within the specified time period will be donated.
- III. **RIGHT TO SELL.** Consignor owns Wedding Related Items ("Pre-owned Wedding Items"). In accordance with this Agreement, Consignor grants 915 Monmouth an exclusive right to sell the Pre-owned Wedding Items under the terms of this Agreement. Consignor agrees to deliver to 915 Monmouth, on consignment, the Pre-owned Wedding Items. 915 Monmouth agrees to devote its best efforts to the sale of the Pre-owned Wedding Items. All sales prices and terms of sale shall be determined by mutual consent of the parties. Only with Consignor consent may 915 Monmouth reduce pricing on items to a price specified by Consignor in an effort to sell merchandise.
- IV. **CONSIGNOR FEES.** Consignor will pay .50 for each accepted item to be sold. This fee is collected when items are dropped off at 915 Monmouth and must be paid prior to July 21, 2013. Payment types accepted include cash, check or Square (credit card). If Consignor opts to pay via Square and additional 3% fee will apply to the total item fee. Drop off dates & times are available on the 915 Monmouth website. Consignor must indicate which date and time the items will be dropped off.
- V. **PROCEEDS OF SALES.** 915 Monmouth will pay to Consignor a portion of the sales proceeds which shall be calculated as follows: 915 Monmouth will receive 30% of selling price of each item and Consignor will receive 70% of the selling price. The final net proceeds payment will be available to Consignor at the time of pick-up of unsold items or at the date and time specified by 915 Monmouth.

- VI. ITEM PICKUP.** All items must be picked up on the specified dates set up after the event. An email will be sent out with those dates by June 29, 2013. All items not picked up at specified dates & times will become property of 915 Monmouth or donated. No exceptions.
- VII. RECORDS.** 915 Monmouth shall keep accurate records regarding the quantities of the Pre-owned Wedding Items that are sold. Upon request 915 Monmouth will submit to Consignor a written report that sets forth the calculation of the amount of the net proceeds payment remaining inventory.
- VIII. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of Consignor until sold.
- IX. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Pre-owned Wedding Items by the other party or by any third party.
- X. TERMINATION.** This Agreement shall terminate automatically on July 31, 2012.
- XI. 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.
- XII. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited
- XIII. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Kentucky.

Consignor

Print | Sign | Date _____

Consignee (915 Monmouth)

Print | Sign | Date _____

915 Monmouth Representative