

CONSIGNMENT AGREEMENT WITH

This agreement is made on _____ (date)

BETWEEN:

Herein referred to as "Artist"

Address

City, State, Zip code

Email Address: Website (URL) Address

AND:

Herein referred to as "Shop"

RECITALS

The above-mentioned shop is in the business of retailing finished costume jewelry/beaded items.

The above-mentioned Artist has created, and owns items described on consignment product sheet.

THEREFORE, in consideration of mutual covenants and promises in this agreement

CONVENANTS/PROMISES OF SHOP

"Shop" promises, accepts and agrees with the following:

- Receipt of consignment of jewelry items as described in consignment product sheet.

- That the Shop will display work from Artist within five (5) days of receipt of items and will continue with displaying items for a period of _____, after which this agreement will be revalidated by both parties.
- That the “Store” will make every effort to obtain the best possible price for the consigned items and will accept no less than the minimum price wanted by Artist on consignment listing sheet.
- For the store efforts, they are authorized to retain _____% (store percentage amount) of the purchase price (before sales taxes). The Shop may buy items from Artist and may remit _____% of the retail price to the artist instead of consignment. If the Artist accepts special orders or referrals from Shop, the Shop shall be entitled to _____% of the total selling price, determined by the Artist.
- That the Shop will take reasonable care in storing, handling, displaying and shipping (if required) of received items. The Shop will be liable to the Artist for any damage, loss, injury, theft or disappearance of said works in the amount equal to _____% of the retail price of consigned items.
- After the sale of an item, the Store will forward a check for the amount of the entire purchase price, less any
- That the Shop will take reasonable care in storing, handling, displaying and shipping (if required) of received items. The Shop will be liable to the Artist for any damage, loss, injury, theft or disappearance of said works in the amount equal to _____% of the retail price of consigned items.
- After the sale of an item, the Store will forward a check for the amount of the entire purchase price, less any sales taxes within 30 days of the receipt of the same. If the Shop does not make payment to the Artist within the specified time, the Shop will pay the artist interest at _____% per month on the unpaid balance.
- The Shop shall not use any image of items for advertising without the written permission of the Artist.
- The Store will deliver to the artist on or before the end of each month (but not later than) during the term of this contract a complete statement of inventory to include:
 - The items sold
 - The date sold
 - The amount the items sold for
 - A complete list of unsold items
 - The amount of commission owed to the Shop
 - The amount of commission owed to the Artist.
- The Shop agrees to return to the Artist all unsold consigned items within _____ days after receipt of a written demand from the Artist.
- The Artist will be notified of any change in ownership of the Shop and in any changes in principal personnel. Any changes in ownership/personnel will be a violation of this agreement after which said agreement will become void.

CONVENANTS/PROMISES OF ARTIST

- The Artist agrees not to place any other consigned works within a _____ mile/block radius of the Shop. The Artist also agrees not to sell any items designed by Artist within the same radius.
- The Artist agrees to pay the Shop commission for any acquired work within _____ days of receiving payment from purchaser.
- The Artist agrees to repair any work that is broken or damaged due to poor workmanship or materials used free of charge. If the damage to because of customer abuse or misuse, repairs can be done upon request with a repair fee due and payable to the Artist. The Artist will decide the fee before any repairs are made.

SHOP - ARTIST ADDITIONAL ITEMS

- The Artist will retain the copyright in all works consigned to the Shop. No items may be reproduced without prior signed permission.
- The Shop may purchase any consigned items for _____% of the retail price.