

## ***CONSIGNMENT AGREEMENT***

This Consignment Agreement is made effective as of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, **\*(to be known as “the consignor” in the remainder of this document)** of \_\_\_\_\_, and Loft Gift Shop at Historic Sappington House, **\*(to be known as “HSH Shop” in the remainder of this document)** 1015 S. Sappington Road, Crestwood, Missouri 63126-1004.

The parties agree as follows:

**I. RIGHT TO SELL:** The consignor owns Arts & Crafts, Garden & Home Decor, Jewelry, "Handmade Originals" or other items. In accordance with this Agreement, the consignor grants HSH Shop a non-exclusive right to sell such items under the terms of this Agreement. The consignor agrees to deliver to HSH Shop, on consignment, the items. HSH Shop agrees to devote its best efforts to the sale of the items. All sales prices and terms of sale shall be determined by mutual consent of the parties.

**II. PROCEEDS OF SALES:** The HSH Shop will pay to the consignor a portion of the sales proceeds which shall be calculated as set out in item XVI. The amount determined shall be paid to the consignor in monthly installment(s) on or before the tenth day of the month, following the month that the agreement was signed. i.e. agreement signed in September, the first installment is due on or before October 10<sup>th</sup>, etc.

**III. RECORDS:** HSH Shop shall keep accurate records regarding the quantities of the items that are sold. The consignor shall have the right to inspect such records from time to time after providing reasonable notice of such intent to HSH Shop.

**IV. TITLE TO MERCHANDISE:** Consigned merchandise shall remain the property of the consignor until sold.

**V. LOSS AND INSURANCE:** HSH Shop shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of HSH Shop. HSH Shop shall maintain insurance in adequate amounts to pay for replacement of the merchandise in the event of such shortages, loss, or damage.

**VI. DEFAULTS:** If HSH Shop fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to the consignor when due, the consignor shall have the option to cancel this Agreement by providing 30 days' written notice to HSH Shop. HSH Shop shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**VII. WARRANTIES:** Neither party makes any warranties with respect to the use, sale or other transfer of the items by the other party or by any third party.

**VIII. 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.

**IX. TERMINATION:** This Agreement may be terminated by either party by providing 30 days' written notice to the other party.

**X. 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.

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

**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.

**XIV: APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Missouri.

**XV. SIGNATORIES:** This Agreement shall be signed by the consignor, \_\_\_\_\_ and on behalf of Loft Gift Shop at Historic Sappington House (HSH Shop) by Janice T. Krumm, Manager. This Agreement is effect as of the date written above.

**XVI:** To earn 75% of sales, the consignor must volunteer no less than six (6) hours, two (2) shifts, per month.

If the consignor does not volunteer, s/he will earn 60% of sales.

Consignor: \_\_\_\_\_ Date: \_\_\_\_\_

Consignee: The Loft Gift Shop at Historic Sappington House (HSH Shop)

\_\_\_\_\_ Date: \_\_\_\_\_

Dyann Dierkes/Manager