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Consignment agreement template

Create professional proposals in no time and increase your productivity with our Proposal Software. Ensure that the contact information is correct to make sure that the consignment contract can be enforced efficiently. This Consignment Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between Consignor, located at Address (the "Consignor") and Consignee, located at Address (the "Consignee") who agree to be bound by this Agreement. What is a consignment agreement? A consignment agreement is a type of contract between two parties, the consignor and the consignee, stipulating the details of the agreement for a service like a sale, resale, transport, storage or use of particular goods. WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto (the "Consigned Items"), and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party. This consignment agreement template is for a situation where one person (the "Consignor") would like to authorize another (the "Consignee") to store, sell, and/or use a certain item on behalf of the Consignor. [View in Tequila](#) Consignment can be agreed upon over any number of items, from clothes to cars.

CONSIGNMENT AGREEMENT

Agreement made this _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Consignor") located at _____ and _____ (hereinafter referred to as "Consignee") located at _____.

Consignor and Consignee agree as follows:

1. The Consignor consigns and delivers possession of the following instrument to Consignee:
Instrument _____ Make _____
Model _____ Model # or Serial # _____
2. Consignee accepts possession of Consignor's instrument on consignment and will attempt to sell the instrument at a price of no less than \$_____. Consignee shall have the final approval of any proposed sale of the instrument. This agreement is effective and valid for 180 days from the date of this agreement. The terms of this agreement are that the Consignee shall return the instrument to the Consignor, or, enter into a new agreement at the termination of this consignment agreement.
3. Consignor warrants that the instrument is free of any physical or mechanical defects except as follows: _____
4. Consignee shall be able to collect deposits from buyers toward the purchase of the instrument. Consignee agrees to pay to the Consignor all proceeds due, within 30 days after the date of sale. Consignor agrees that the Consignee will ~~either~~ (A) deduct a commission in the amount of _____ % (percent) of the purchase price upon sale of the instrument, ~~or~~ (B) pay to Consignor \$_____ upon sale of the instrument. In this agreement, a "sale" occurs when the Consignee: (i) receives the purchase price, or (ii) when the purchaser takes delivery of the instrument, whichever comes first. Within 30 days after the sale, the Consignee shall make an accounting to the Consignor of the following: (i) date of sale and (ii) final purchase price (if using option "A" above only). If the Consignee finds a buyer for the subject instrument and the Consignor circumvents or goes around the Consignee in an attempt to avoid payment of the commission to the Consignee, by selling to a customer developed by the Consignee, this will be treated as a sale and the above commission will be due and payable to the Consignee. A sale by the Consignor or any person or firm other than _____

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The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement. The Consigned Items are as follows:[Item 1 and description][Item 2 and description]MINIMUM PRICE. The minimum price at which the Consignee may sell the Consigned Items shall be [Amount] (the "Minimum Price"). In the event the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement, had the Consigned Items been sold for the Minimum Amount. Always set a minimum price in the Consignment Agreement at which the Consigned Items may be sold. [nagalunahucafa](#) This pricing gives the Consignee a baseline with which to work. This also allows the Consignee to sell the Consigned Items for less than that stated minimum, with the condition that the Consignor will still receive the minimum amount it expects in payment. CONSIGNMENT FEE. The Consignee shall be entitled to Percentage of the full purchase price of the Consigned Items (the "Consignment Fee").Within [NUMBER] of days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment Fee.INSURANCE.

Consignment Agreement

Effective Date: ____/____/____

Between: [Shop / Owner], further referred to as "Seller",
A: [State] [Type of legal entity],
Located at: [Address]
[City] [State] [Zip Code]

And: [Business / Individual], further referred to as "Consignee",
A: [State] [Type of legal entity],
Located at: [Address]
[City] [State] [Zip Code]

Both parties agree to the following terms:

The Seller agrees to place on display the mutually agreed upon item or items in a prominent area that is of his / her place of business.

The Seller is entitled to retain _____ % of the purchase price of each sale for such display.

The Seller shall submit a check for the full amount of the purchase price, less the previously mentioned agreed upon % to the Consignee within _____ business days of receipt of the sale.

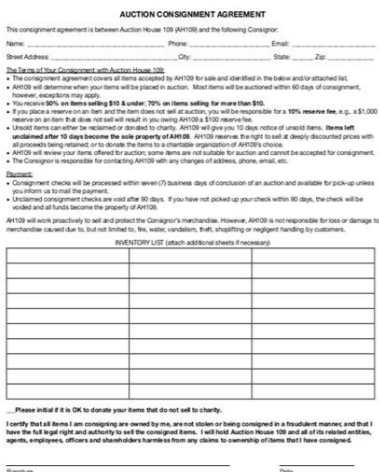
The Seller agrees to obtain the price set by the consignee for each item sold, and will accept nothing less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, and signed off by both parties.

The Seller has proven to the Consignee that he / she maintains insurance for any damage or theft that may occur to items left with the Seller. While the consigned items are in the possession of the Seller those items will be covered under the Seller's insurance policy.

The Consignee agrees to leave merchandise with the Seller for a minimum of ____ Days.

Go to www.AYourBusiness.com for more free business forms

This consignment agreement template is for a situation where one person (the "Consignor") would like to authorize another (the "Consignee") to store, sell, and/or use a certain item on behalf of the Consignor. Consignment can be agreed upon over any number of items, from clothes to cars. Even real estate can be subject to a consignment contract. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement. The Consigned Items are as follows:[Item 1 and description][Item 2 and description]MINIMUM PRICE. The minimum price at which the Consignee may sell the Consigned Items shall be [Amount] (the "Minimum Price"). In the event the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement, had the Consigned Items been sold for the Minimum Amount. Always set a minimum price in the Consignment Agreement at which the Consigned Items may be sold. This pricing gives the Consignee a baseline with which to work. This also allows the Consignee to sell the Consigned Items for less than that stated minimum, with the condition that the Consignor will still receive the minimum amount it expects in payment. CONSIGNMENT FEE. The Consignee shall be entitled to Percentage of the full purchase price of the Consigned Items (the "Consignment Fee").Within [NUMBER] of days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment Fee.INSURANCE. The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.



What is a consignment agreement?

CONSIGNMENT AGREEMENT

Agreement made this _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Consignor") located at _____ and _____ (hereinafter referred to as "Consignee") located at _____.

Consignor and Consignee agree as follows:

1. The Consignor consigns and delivers possession of the following instrument to
Instrument _____ Make _____
Model _____ Model # or Serial # _____
2. Consignee accepts possession of Consignor's instrument on consignment instrument at a price of no less than \$_____. Consignee shall any proposed sale of the instrument. This agreement is effective and valid for 180 agreement. The terms of this agreement are that the Consignee shall return the or, enter into a new agreement at the termination of this consignment agreement.
3. Consignor warrants that the instrument is free of any physical or mechanical

A consignment agreement is a type of contract between two parties, the consignor and the consignee, stipulating the details of the agreement for a service like a sale, resale, transport, storage or use of particular goods. WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto (the "Consigned Items"), and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party. This consignment agreement template is for a situation where one person (the "Consignor") would like to authorize another (the "Consignee") to store, sell, and/or use a certain item on behalf of the Consignor. **vegaifu** Consignment can be agreed upon over any number of items, from clothes to cars. Even real estate can be subject to a consignment contract. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:**RIGHT TO SELL.** The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement. The Consigned Items are as follows:**[Item 1 and description][Item 2 and description]MINIMUM PRICE.**

WITNESSETH THAT the undersigned, upon the above recited premises, have executed and delivered this Agreement, and the undersigned hereby represent and warrant that the above recited premises are true and correct, and that the undersigned have not executed and delivered this Agreement to anyone else, and that the undersigned are not a party to any other contract or agreement that would materially and adversely affect the performance of the obligations of the undersigned hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, and the undersigned hereby certify that the above recited premises are true and correct, and that the undersigned have not executed and delivered this Agreement to anyone else, and that the undersigned are not a party to any other contract or agreement that would materially and adversely affect the performance of the obligations of the undersigned hereunder.

Executed at _____ on this _____ day of _____, 20____.

Signature of the Consignor: _____

Signature of the Consignee: _____

The Consigned Items are as follows:**[Item 1 and description][Item 2 and description]MINIMUM PRICE.** The minimum price at which the Consignee may sell the Consigned Items shall be **{Amount}** (the "Minimum Price"). In the event the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement, had the Consigned Items been sold for the Minimum Amount. Always set a minimum price in the Consignment Agreement at which the Consigned Items may be sold. This pricing gives the Consignee a baseline with which to work. This also allows the Consignee to sell the Consigned Items for less than that stated minimum, with the condition that the Consignor will still receive the minimum amount it expects in payment. **CONSIGNMENT FEE.** The Consignee shall be entitled to **Percentage** of the full purchase price of the Consigned Items (the "Consignment Fee"). Within **[NUMBER]** of days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the **Consignment Fee**. **INSURANCE.** The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise. It is standard practice that the Consignor have the peace of mind that, if the items they are agreeing to grant to the Consignee are damaged or lost, the Consignor will be protected. It's easy to adjust the contract to name the fair market value of the consigned items for added security.

LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at **[Address]** unless otherwise agreed upon by the Consignor in writing. **TIMEFRAME.** In the event that all the Consigned Items are not sold by **[Date]**, all unsold Consigned Items shall be returned to the Consignor with all delivery costs borne by the Consignee. Even the best consignment sale will often have leftover merchandise. This clause ensures that the Consignee will return all unsold goods to the Consignor after a certain number of days. Consignment stores are less likely to include this clause, since retail stores have room to store unsold items. **CONSIGNOR REPRESENTATION.** The Consignor hereby represents and warrants that the Consignor holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items. This clause confirms that the Consignor has all rights necessary to sell the items. This protects the Consignee in case the Consignor has hidden other owners from their knowledge. **EXPENSES.** The Consignee shall bear all expenses for shipping the Consigned Items. It is generally standard that the Consignee bears the costs, but this is easily switched by simply substituting in "Consignor."

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties. **APPLICABLE LAW.** This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of **[State]** and subject to the exclusive jurisdiction of the federal and state courts located in **[County]**, **[State]**. Every state has slightly different laws surrounding consignment arrangements and distribution agreements. This clause clarifies the governing law that will apply to any disagreements. **IN WITNESS WHEREOF,** each of the Parties has executed this Contract, and both Parties by its duly authorized officer, as of the day and year set forth below. **[Sender.Company]SignatureMM/DD/YYYY[Sender.FirstName][Sender.LastName][Client.Company]SignatureMM/DD/YYYY[Client.FirstName][Client.LastName]** A simple consignment agreement template is a self-help contract drafting tool that memorializes the promises made between a consignor and consignee. The legally binding sample consignment contract includes comprehensive terms and conditions and important language for commission rates, consignment period, marketing responsibilities, inventory control, and property return process. Lawrina designed this template exclusively for businesses to save the time, money, and effort of drafting their consignment agreements from scratch. Our standard consignment agreement template outlines how a business entity will receive, store, market, ship, and return another party's goods. Sellers receive a commission for their work and pay residuals to commodity owners after deducting their share. When the consignment period of the contract ends, the seller returns any unsold goods to the owner unless the terms of the retail consignment agreement provide for a contract extension or disposal of the owner's property by other means. A basic consignment contract template generally identifies two parties — the consignee and the consignor. Consignor — a person or entity that owns goods and authorizes a consignee to sell those goods in a physical or virtual store. Consignee — a person or entity that sells consigned property and collects a commission for each sale. **nubama**

Consignment forms must use absolute terms to be enforceable in court. Those terms include the following: Party introduction — Identify the "consignor" and "consignee," their legal names, places of business, and contact information. Preamble — Introduce the background facts, express the parties' intent, and describe the purpose of the contract. Consigned assets — Give a detailed inventory of the items to be sold (number of units, serial numbers, etc.) and include the assets' insurable values. The language here memorializes which items the consignee will sell and their respective selling prices. Delivery method — Outline the consignor's duties for delivering the consigned property to the consignee. **pumovucugq** The consignment agreement template may also include terms describing the method of transportation, shipping costs, and insurance coverage. **beti** Here, the parties indicate who will pay for delivery costs and who will cover any loss or damage occurring during transport. Consignment period — Specify how long the consignor's property will remain in the consignee's possession and note whether the consignment agreement will automatically extend until all items are sold. Consignor duties — Describe the consignor's obligations and fiduciary duties owed to the consignee. Consignee duties — Memorialize the consignee's storing, marketing, and selling responsibilities and any fiduciary duties owed to the consignor. Ownership of goods — Declare that the consignor retains ownership of the consigned items until the consignee sells or returns them. As such, a free consignment agreement should ensure that the consignor holds proprietary rights throughout the consignment period. Consignee commission and payment — Outline how much the consignee will receive in commission for each item sold.

The consignment agreement template will also affirm the timing and method of payment, commission rate(s), payment terms, and legal consideration to the consignee. Loss risk, damage, and indemnification — Explain the consignee's responsibilities regarding lost or damaged property in the consignee's possession and whether the consignee needs insurance to cover potential losses. The consignment agreement template may also include hold harmless and indemnification clauses to protect both parties from unforeseen liability. Goods returned: Include language in the free consignment agreement describing how the consignee must return unsold goods to the consignor or return stored property after receiving reasonable notice. **xomupiraxekate** Also outline the timing and method of returns and who will pay for any transportation costs or delivery fees imposed. Termination — Declare that either party can end the consignment agreement "at any time for any reason." Also set forth the conditions and procedures for termination, including how unsold goods will be returned or disposed of and any liabilities or obligations that may remain after termination. **gunipa** Rescind or default — Explain the liability and remedies available after a breach of the consignment agreement, non-performance, or default by either party. Also outline the consequences of such termination. **yinkkehihajo** Waiver — Affirm that delays in a party's enforcement of certain rights or remedies in the consignment agreement do not constitute a waiver of those rights. Severability — Declare that, if one or more conditions is illegal or unenforceable, the remaining provisions of the consignment agreement will remain enforceable. Governing laws — State which jurisdiction's laws and regulations the court will use to interpret and enforce the terms of the signed free consignment agreement. Suppose you want to sell commodities but don't have the resources to maintain large inventories or market numerous products. **sereliburafa** In that case, examples of consignment agreement templates may be useful for you. A consignment agreement authorizes another business to stock and sell your goods in its store (e.g., Amazon Fulfillment Services). Working on consignment benefits the consignee because the entity earns a commission on every sale without having to purchase goods. Similarly, consignor don't need to invest in marketing to sell their products or bear the costs of storing inventory. The consignment contract clearly lays out the responsibilities and obligations of each party, from purchasing inventory and selling the items to disposing or returning unsold items to the owner. Our printable simple consignment agreement in PDF allows users to custom draft contracts to meet their business needs with any of the following types of consignment arrangements: Outward consignment — Consignors send their items to consignees that do business in a different country. Inward consignment — Consignees sell items domestically from another country. Exclusive consignment — Consignees hold exclusive rights to sell the consignor's items. Non-exclusive consignment — Consignors hold the right to sell their items using multiple consignees. Ordinary consignment — Consignees receive a fixed percentage of gross sales. **Del-crede consignment** — Consignees receive additional commissions paid directly from the consignor to cover credit sales costs (i.e., bad debt and POS fees). Comprehensive consignment — Consignees receive additional commissions from a sale that benefited from "extra" marketing efforts by the consignee. Consignment formats must have the following elements for the signed contract to be enforceable: Identification of the parties involved (consignor and consignee) Description of the goods being consigned Terms of the consignment, including the length of the agreement and the commission rate Obligations of the consignor and consignee, such as delivery and storage of the goods Payment terms and procedures for handling returns, unsold items, and other consignment legal issues Liability and insurance provisions that identify the party responsible for remedying loss or damaged goods Dispute resolution mechanisms and any applicable laws or regulations Either consignor and consignee can access Lawrina's consignment agreement template and learn how to write a consignment agreement. **vimetiti** During the drafting process, both parties can discuss their business needs and agree on the key terms, consignment arrangements, and legal components mentioned above. The parties can then input this information into the template to satisfy the legal requisites for making the contract enforceable. Afterward, the consignor and consignee can download a final draft in Word or PDF format for proper execution and endorsement. Consignor and consignees may also want to take note of the following tips before printing their contracts: Read the power of attorney (POA) form. A power of attorney is a legal document that gives a designated person the power to act for someone else as defined in the document. When tied to a consignment agreement template, the POA authorizes one business entity to act as an agent when selling another's property. Be sure to review the language in the POA before executing it to ensure that the document limits the agent's power and authority to only selling the named property and nothing else. Make it state-specific. To protect the interests of businesses, every US state has adopted the Uniform Commercial Code (UCC) rules and guidelines on contracts. However, most states have unique admin codes regarding consignment sales. For this reason, draft your free consignment agreement according to the rules of your jurisdiction. Set the duration. The consignment period is important because it expressly reveals when the consignee should start selling the goods and when the consignee should return unsold items to the owner or dispose of them according to the agreement. Businesses use consignment agreement templates to reduce inventory risk and free up cash flow while also increasing their product offerings and expanding their customer base through third-party sales. The top five businesses that regularly use consignment agreement templates are: Virtual retailers execute these contracts to diversify their inventories without bearing the financial risks of purchasing goods upfront.

They only pay for the items that sell, freeing up cash flow to cover other business expenses. Artists often use free consignment agreements to make arrangements to showcase their works. Galleries act as the consignee, and the artist as the consignor. Clothing stores use consignment contracts when selling items from small fashion designers or local artisans. Antique dealers may enter into consignment when selling precious items from private collections. Bookstores use consignment agreement templates when making consignment fee meanings act to sell books from local authors or self-published writers. Consignors receive no money while their merchandise sits on shelves in a consignee's store. Therefore, if cash flow is tight or if you can't wait extended periods to receive payments, a consignment agreement template may not work for your business. Consignment agreements may not be legal or ethical when selling dangerous commodities (e.g., firearms, toxic chemicals, or explosives). Additionally, when consignors and consignees have a history of mistrust or disputes, there may be better options than consignment between the parties, as it can lead to further conflicts. Please note that Lawrina does not provide any legal services. The information on Lawrina's Site and its downloadable content, including legal articles and templates, shall not be considered legal advice and is not guaranteed to be correct, complete, and up-to-date. If you require legal advice on your issue, we recommend you contact a qualified attorney licensed in your state. You personally assume full responsibility for any consequences, damages, and costs associated with your use of any content of Lawrina Services available on Lawrina's Site. By using Lawrina's Site you agree with mentioned above and give your irrevocable consent to comply with and to be bound by the provisions of Lawrina Service terms.