



ARTIST CONSIGNMENT AGREEMENT

This Consignment Agreement (“Agreement”) is entered into on _____, 20__ by and between:

Americana Woman (“Consignee”)
and

Consignor Name: _____

Business Name (if applicable): _____

Address: _____

Phone: _____

Email: _____

1. Purpose

The Consignor agrees to place certain merchandise on consignment with Americana Woman for retail sale. Americana Woman agrees to display and market the merchandise in accordance with the terms outlined herein.

2. Merchandise

A detailed inventory list describing all consigned merchandise, quantities, and retail prices shall be attached to this Agreement and incorporated by reference.

All merchandise must be approved by Americana Woman prior to acceptance.

3. Commission Structure

Upon sale of consigned merchandise:

- Consignor shall receive **70%** of the final selling price.
- Americana Woman shall retain **30%** of the final selling price.

No deductions shall be made unless otherwise agreed to in writing.

4. Pricing

Retail pricing shall be established collaboratively by the Consignor and Americana Woman.

Americana Woman reserves the right to recommend pricing adjustments based on market conditions and customer demand.

No discounts exceeding 20% shall be applied without the Consignor’s consent, except during storewide promotional events agreed upon by both parties.

5. Payment

Payments shall be issued monthly.

Sales occurring during a calendar month will be paid to the Consignor no later than the 15th day of the following month.

A sales summary will accompany each payment.

6. Consignment Period

The initial consignment term shall be ninety (90) days.

Upon expiration, merchandise may:

- Remain on consignment by mutual agreement;
- Be exchanged for new inventory; or
- Be returned to the Consignor.

Either party may terminate this Agreement with fourteen (14) days written notice.

7. Inventory Management

The Consignor is responsible for:

- Providing accurate inventory information;
- Clearly labeling merchandise when requested;
- Promptly notifying Americana Woman of any changes to product information or pricing.

Americana Woman shall maintain reasonable records of merchandise received and sold.

8. Display and Marketing

Americana Woman and the Artist will collaborate to present the Artist's work in a manner that best reflects both the Artist's vision and the overall aesthetic of the shop. While Americana Woman is responsible for maintaining a cohesive retail environment, we value the Artist's input regarding the display and presentation of their work.

Americana Woman will oversee:

- Product placement
- Visual merchandising
- Store displays
- Marketing and promotional activities

Americana Woman may feature merchandise in advertising, social media, website content, newsletters, and other promotional materials without additional compensation.

9. Ownership

All consigned merchandise remains the property of the Consignor until sold.

Title transfers to the purchaser upon completion of sale.

10. Loss or Damage

Americana Woman agrees to exercise reasonable care in handling, displaying, and storing all consigned merchandise.

To help protect consigned items, Americana Woman maintains business insurance and utilizes a security system with surveillance cameras to monitor the retail space. While these measures are intended to reduce the risk of loss or damage, they do not guarantee against all unforeseen events.

Except in cases of negligence or willful misconduct, Americana Woman shall not be responsible for loss or damage resulting from theft, fire, water damage, natural disasters, acts of vandalism, customer mishandling, or other circumstances beyond its reasonable control.

Consignors are encouraged to maintain their own insurance coverage for consigned merchandise if they desire additional protection beyond the coverage maintained by Americana Woman.

11. Product Quality and Compliance

The Consignor represents that:

- All merchandise is legally owned by the Consignor.
- Merchandise is free from liens or claims.
- Merchandise complies with applicable laws and regulations.
- Handmade or artisan products are accurately represented.

12. Unsold Merchandise

The Consignor agrees to retrieve unsold merchandise within thirty (30) days of notification.

Items not retrieved within sixty (60) days may become the property of Americana Woman unless other arrangements have been made in writing.

13. Independent Relationship

Nothing in this Agreement shall create a partnership, joint venture, employment relationship, or agency relationship between the parties.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.

Any amendments must be made in writing and signed by both parties.

Consignor

Signature: _____

Printed Name: _____

Date: _____

Americana Woman

Signature: _____

Printed Name: Jennifer Jones

Title: Owner

Date: _____

Return signed agreement to:

Americana Woman
PO Box 555
Castleton, VT 05735

Or, email to:

jennifer@americanawomanvt.com