



### CONSIGNER AGREEMENT

This agreement is by and between The Marketplace, a division of the Calico Rock Community Foundation, Inc. located at 104 Main Street, Calico Rock, Arkansas (Store), and \_\_\_\_\_ (Consigner) effective on \_\_\_ day of \_\_\_\_\_, 20\_\_\_ for six months expiring on the last day of \_\_\_\_\_, 20\_\_\_.

Store agrees to provide reasonable maintenance, security, and sales support for all Consigners. Store reserves the right to reject any Consigner or any item offered for sale at any time. Store shall collect and remit sales tax.

Consigner will be selling saleable merchandise on consignment, but is not renting a rental space. Store will choose the location for the merchandise to be sold.

Store is not responsible for theft, loss, or damage of merchandise. Consigner agrees to hold Store harmless for losses of merchandise for any reason. Store does not maintain insurance or responsibility for lost, stolen, damaged, or destroyed merchandise.

Consigner agrees to tag each item offered for sale with information required by Store, including price, identifier, and description.

Sales will be totaled at the end of the month and checks issued no later than the 10<sup>th</sup> of the month for pick-up at Store.

Store is not responsible for any accidents on property. Consigner will hold Store and Calico Rock Community Foundation, its agents, board members or volunteers harmless from liability for any accidents, injury or death occurring on property. Consigners conduct business at their own risk.

A 20% commission will be charged on all merchandised consigned at the Store. Commissions will be deducted from sales on the check issued to Consigner.

Consigners will be assessed a credit card processing fee of 3% on all credit card sales to cover the cost of transactions.

Store may reject any Consigner or merchandise offered for consignment.

If problems arise, Store will provide Consigner with notice and an opportunity to correct the problem(s). If necessary, Store will send a written notice of expulsion to Consigner. Consigner will have ten (10) days to remove merchandise. Any merchandise not removed after thirty (30) days will be considered forfeited and become the property of Store.

Agreed: \_\_\_\_\_  
Store Management

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

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

The Marketplace  
Calico Rock Community Foundation, Inc.  
104 Main Street  
Calico Rock, Arkansas 72519  
870-297-6100