



CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON _____, (THE "EFFECTIVE DATE"),
BY AND BETWEEN:

CONSIGNOR

[LEGAL NAME OF CONSIGNOR]		
ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:	EMAIL:	

CONSIGNEE

CROW AND TEAPOT LLC		
ADDRESS: 60 N. MAIN STREET		
PHONE: (609) 395-0545	EMAIL: crowandteapot@gmail.com	
CITY: CRANBURY	STATE: NJ	ZIP CODE: 08512

COLLECTIVELY REFERRED TO AS THE "PARTIES."

1. PURPOSE

THE PURPOSE OF THIS AGREEMENT IS TO ESTABLISH THE TERMS AND CONDITIONS UNDER WHICH THE CONSIGNOR WILL CONSIGN CERTAIN GOODS FOR SALE BY THE CONSIGNEE ON BEHALF OF THE CONSIGNOR.

2. DESCRIPTION OF GOODS

THE CONSIGNOR AGREES TO CONSIGN THE FOLLOWING GOODS (THE "GOODS") AS LISTED ON THE ATTACHED INTAKE SHEET. CLOTHING MUST BE CLEAN, ODOR AND PET HAIR FREE, AND IN A BAG. SHOES AND HANDBAGS MUST BE IN WORKING CONDITION. STERLING SILVER POLISHED AND CLEAN. COSTUME JEWELRY MUST NOT BE MISSING STONES OR CLASPS. *PLEASE NOTE ANY WATCHES NEEDING A REPLACEMENT BATTERY WILL BE CHARGED A 7.99 FEE DEDUCTED FROM YOUR MONIES TO BE REPLACED BY US*

3. CONSIGNMENT PERIOD

THE 60 DAY CONSIGNMENT PERIOD SHALL COMMENCE ON THE DATE YOUR ITEMS ARE PROCESSED AND DISPLAYED ON OUR FLOOR. IT DOES NOT BEGIN ON THE DATE YOU DROPPED OFF YOUR ITEMS. YOU WILL RECIEVE AN EMAIL SHORTLY AFTER YOUR ITEMS ARE PROCESSED WITH A LISTING, PRICING, ANY REJECTS, CONTRACT END DATE, AND CONSIGNER ID.

4. OWNERSHIP

THE CONSIGNOR RETAINS FULL OWNERSHIP OF THE GOODS AT ALL TIMES DURING THE CONSIGNMENT PERIOD, INCLUDING THE RIGHT TO RECLAIM THE GOODS IF THIS AGREEMENT IS TERMINATED. YOU MUST PICK UP ANY ITEM(S) THAT HAVE BEEN REJECTED DURING PROCESSING WITHIN FIVE (5) DAYS OF YOUR CONTRACT START DATE. AN EMAIL NOTIFICATION WILL BE SENT TO YOU IN THE EVENT THERE ARE REJECTED ITEMS. ANY REJECTED ITEMS THAT GO UNCLAIMED SIX (6) DAYS FROM YOUR START DATE WILL BE PROPERTY OF CROW AND TEAPOT.

5. PRICING AND COMMISSION

40% COMMISSION IS PAID TO YOU FOR ALL SOLD ITEMS WITHIN YOUR CONTRACT PERIOD. AUTOMATIC MARKDOWNS MAY BE APPLIED UP TO 40% OFF AT ANY POINT OF THE 60 DAY CONTRACT.

6. DELIVERY AND RETURN OF GOODS

AT THE END OF THE 60 DAY CONTRACT, CONSIGNOR MAY RECLAIM ANY OR ALL UNSOLD ITEMS, BY INITIALING THE BOX BELOW. **CONSIGNOR UNDERSTANDS THEY MUST CONTACT CROW AND TEAPOT 3-5 DAYS PRIOR TO THEIR CONTRACT END DATE TO MAKE ARRANGEMENTS TO PICK UP ANY UNSOLD ITEMS.** ANY UNCLAIMED MERCHANDISE WILL BE CONSIDERED FORFEITED AND BECOME PROPERTY OF CROW AND TEAPOT **ONE (1) DAY** AFTER THE CONTRACT END DATE. AT SUCH TIME THESE ITEMS WILL THEN BE DONATED OR INTEGRATED TO CROW AND TEAPOT'S INVENTORY.

I PLAN TO PICK UP MY ITEMS

7. ACCOUNTING AND PAYMENTS

7.1 RECORDS: THE CONSIGNEE SHALL MAINTAIN ACCURATE RECORDS OF ALL SALES OF GOODS AND PROVIDE THE CONSIGNOR WITH ACCESS TO STATEMENTS DETAILING SALES, COMMISSIONS, AND ANY APPLICABLE EXPENSES.

7.2 PAYMENTS: THE CONSIGNEE SHALL REMIT PAYMENTS TO THE CONSIGNOR FOR THE SALE OF GOODS, LESS COMMISSIONS AND ANY AGREED-UPON EXPENSES VIA CHECK AT THE END OF YOUR 60 DAY CONTRACT. CREDITS UNDER \$25.00 WILL BE PAID IN CASH. YOU MAY ALSO USE ANY MONEY EARNED AS STORE CREDIT AT ANY TIME. WE CAN MAIL CHECKS TO YOU PROVIDED THIS IS DISCUSSED WITH MANAGEMENT PRIOR TO THE START OF YOUR 60 DAY CONTRACT. IF IT IS NOT DISCUSSED PRIOR, A \$2.00 FEE WILL BE DEDUCTED FROM THE MONIES EARNED ON YOUR ACCOUNT. **ALL MONIES EARNED ON YOUR ACCOUNT MUST BE PICKED UP WITHIN 30 DAYS OF YOUR CONTRACT END PERIOD.** IF MONEY IS NOT PICKED UP, CROW AND TEAPOT WILL DONATE ANY MONEY EARNED LESS A HANDLING FEE OF \$50.00.

8. EXPENSES & SAFEGUARD NOTICE

THE PARTIES AGREE THAT ANY EXPENSES RELATED TO THE STORAGE, MARKETING, AND SALE OF THE GOODS SHALL BE BORNE BY THE CONSIGNEE, UNLESS OTHERWISE SPECIFIED IN WRITING AND AGREED UPON BY BOTH PARTIES.

WE DO OUR VERY BEST TO SAFEGUARD YOUR ITEMS, BUT WE ARE NOT RESPONSIBLE FOR DAMAGE TO YOUR ITEMS BY CUSTOMER'S LACK OF CARE WHILE TRYING ON YOUR ITEM(S) IN THE DRESSING ROOM OR LOSS DUE TO FIRE, FLOOD, SMOKE, THEFT OR UNFORESEEN DAMAGE. WE 100% RECOMMEND THAT YOU CARRY YOUR OWN INSURANCE ON ITEMS LEFT IN OUR STORE FOR THESE REASONS.

9. MARKETING AND PROMOTION

THE CONSIGNEE SHALL USE ITS BEST EFFORTS TO PROMOTE AND MARKET THE GOODS DURING THE CONSIGNMENT PERIOD.

10. TERMINATION

THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY WITH 10 DAYS WRITTEN NOTICE TO THE OTHER PARTY. UPON TERMINATION, THE CONSIGNEE SHALL RETURN ALL UNSOLD GOODS TO THE CONSIGNOR AS PER SECTION 6.2.

11. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREIN.

12. AMENDMENTS

ANY AMENDMENTS TO THIS AGREEMENT MUST BE MADE IN WRITING AND SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONSIGNMENT AGREEMENT AS OF THE EFFECTIVE DATE.

CONSIGNOR:

BY: _____

[AUTHORIZED SIGNATORY NAME]

[DATE] _____

CONSIGNEE:

BY: _____

[INFLUENCER'S SIGNATURE]

[DATE] _____