



CONSIGNMENT AGREEMENT

DATE: _____

623b Lighthouse Ave., Monterey, California 93940 • www.carmelvalleyguitar.com

NAME: _____

CLAIM TAG # _____

ADDRESS: _____

GUITAR: _____

PHONE: _____

AMPLIFIER: _____

EMAIL: _____

SERIAL NO. _____

CASE: _____ ☐ HARD ☐ SOFT ☐ NONE

Effective Date: _____

Consignor: _____

Consignee: Carmel Valley Guitar, 623B Lighthouse Ave., Monterey, CA 93940

Terms:

I. Right to Sell:

_____ owns _____.

Grants Carmel Valley Guitar exclusive right to sell under this Agreement. Consignor delivers merchandise on consignment. Carmel Valley Guitar determines sales prices and terms.

II. Proceeds of Sales:

Carmel Valley Guitar pays Consignor _____% of sales proceeds.

III. Records:

Carmel Valley Guitar keeps accurate sales records. Consignor may inspect records with reasonable notice.

IV. Title to Merchandise: Merchandise remains property of Consignor until sold.

V. Loss and Insurance: Carmel Valley Guitar responsible for shortages, loss, or damage. Maintains adequate insurance.

VI. Payroll Taxes:

Carmel Valley Guitar liable for all employee payroll taxes and insurance.

VII. Defaults: Consignor may cancel Agreement with 30 days' notice if Carmel Valley Guitar defaults.

Carmel Valley Guitar can cure default within notice period.

VIII. Dispute Resolution:

Disputes resolved by binding arbitration under American Arbitration Association rules.

IX. Warranties: No warranties by either party. No liability for damages related to merchandise.

X. Transfer of Rights: Binding on successors. No assignment without prior written consent.

XI. Termination: Either party may terminate with 30 days' written notice.

XII. Entire Agreement: Supersedes all prior agreements. No other promises or conditions.

XIII. Amendment: Modifications must be in writing and signed by both parties.

XIV. Severability:

Invalid provisions do not affect remaining provisions. Court may limit invalid provisions to make them enforceable.

XV. Waiver of Contractual Right:

Failure to enforce provisions does not waive right to enforce later.

XVI. Applicable Law: Governed by California law.

CONSIGNOR SIGNATURE: _____ DATE: _____

PRINT NAME: _____

CONSIGNEE SIGNATURE: _____ DATE: _____

Bernard Hefner CEO
Carmel Valley Guitar LLC