

## Das Vendor Agreement

This Consignment Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 2024, by and between:

**Vendor:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Store:** Name: Das Music & Collectibles LLC  
Address: 3 Front Street, Unit 108  
City, State, ZIP: Rollinsford, NH 03869  
Phone: 603-779-9076  
Email: consignment@dasmnc.com

**1. Purpose of Agreement** The Vendor wishes to sell trading cards, vinyl records, art, or any related accessories through the Store on a consignment basis. The Store agrees to display, secure, and sell the Vendor's inventory on the terms set forth below.

**2. Term** This Agreement shall commence on the date first written above and shall continue until terminated by either party with 14 days written notice.

**3. Inventory and Display** The Vendor shall deliver inventory to the Store for display and sale. The Vendor may elect to sell their inventory in-store, online, or both by indicating their preference below:

- In-Store Sales: [ ]
- Online Sales: [ ]
- Both In-Store and Online Sales: [ ]

### 4. Commission and Payment Terms

- For in-store sales, the Store shall receive a 12% commission on the sales price of each item sold.
- For online sales, the Store shall receive a 12% commission on the sales price of each item sold, and the payment to the Vendor shall have any applicable online store fees removed from it as well.
- The Store will remit the Vendor's share of sales (sales price minus the Store's commission and any relevant online platform fees) at the end of the next business day.

### 5. Responsibilities of the Store

- The Store shall display and secure the Vendor's inventory in a professional manner.

- The Store shall handle all customer transactions, including shipping and the collection of sales tax where applicable.
- The Store shall provide the Vendor with a weekly sales report and payment by the end of the next business day following a sale.

## **6. Responsibilities of the Vendor**

- The Vendor shall ensure that all inventory provided to the Store is accurately described, and in saleable condition.
- The Vendor shall fill out a spreadsheet provided by The Store to indicate product conditions, if applicable, and to set any price floors if desired.
- The Vendor shall provide any promotional materials and a binder for trading cards or a crate for vinyl. Crates should offer protection, reasonably display the records to shoppers, and be easy to move to secure when the store is closed.
- The Vendor shall be responsible for any shipping costs associated with transporting inventory to and from the Store.

## **7. Risk of Loss**

**7.1 In-Store Risk** In the event that an in-store loss occurs, the Store shall file an insurance claim. Pending insurance payout, payments will be made to Vendors to reconstitute any loss or damage that occurred as much as possible, up to the full market value of any lost or damaged items at the time the loss or damage occurred. Vendors may request insurance policy information from the Store at any point to verify coverage.

**7.2 Post-Sale Risk** Once an item is sold, the Store assumes the risk of loss, theft, or damage. This includes the responsibility for ensuring that online purchases are properly packaged and shipped to customers and handling any returns.

**8. Termination** Either party may terminate this Agreement with 14 days written notice. Upon termination, the Store shall return any unsold inventory to the Vendor and remit any outstanding payments for sold items.

**9. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

**10. Entire Agreement** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, negotiations, and discussions between them regarding the subject matter hereof.

**11. Amendments** This Agreement may be amended only by a written document signed by both parties.

**12. Signatures** IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Vendor Signature

Name: \_\_\_\_\_

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

X\_\_\_\_\_

Das Music & Collectibles LLC

Name: Daniel Schmidt

Title: Owner

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

X\_\_\_\_\_

By signing this Agreement, both parties acknowledge that they have read, understood, and agree to all the terms and conditions set forth above.