

Consignment and Booth Rental Agreement

The Browsery CO.

AGREEMENT as of _____, by and between _____,

located at _____ ("Vendor"), Curb and Key of TX LLC DBA The Browsery Co.

312 N . Beaton Street Corsicana Texas

Agreement Commences on _____ 20____ and ends

_____ 20_____.

WITNESSETH : WHEREAS, Retailer will utilize locally sourced, hand-made and/or locally designed or curated product, collection of Antiques and repurposed Items, ("Consigned Merchandise") in the conduct of its business; and

WHEREAS, Vendor will deliver Consigned Merchandise to Retailer for sale by Retailer on terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. Consigned Merchandise

1.1 Vendor shall tag and identify Consigned Merchandise with a Vendor ID number exclusively assigned to the Vendor and delivered pursuant to the terms of this agreement

1.2 Vendor shall not remove or exchange Consigned Merchandise from the retail location until the "Termination Date" (as hereinafter defined) for any reason, including online sales and sales at other locations.

2. Sales Efforts by Retailer

2.1 Retailer shall use its best efforts to sell the Consigned Merchandise and for this purpose it agrees to keep the Consigned Merchandise properly displayed in its store until the "Termination Date" (as hereinafter defined).

3. Delivery

3.1 The date and time of delivery of Consigned Merchandise shall be coordinated between Retailer and Vendor.

3.2 Delivery of Consigned Merchandise shall only occur during date and time coordinated between Retailer and Vendor. 3.3 Retailer shall promptly inspect all Consigned Merchandise received from Vendors who choose to inventory their Consigned Merchandise, upon receipt by

Retailer and shall return to Vendor any defective Consigned Merchandise within seven (7) days of receipt.

4. Prices

4.1 The price for each Consigned Merchandise item under this Agreement shall be agreed upon by Vendor and Retailer.

5. Inventories

5.1 Vendors who choose to inventory their Consigned Merchandise shall deliver their Consigned Merchandise to the retail location, with a completed paper Inventory Sheet.

5.2 Retailer will verify the quantities on the Inventory Sheet. Upon verification, Vendor and shall sign Inventory Sheet. Vendor shall request a copy of Inventory Sheet, if desired. Only Inventory Sheets signed by Retailer and Vendor shall be considered valid.

5.3 Inventory sheets shall not be accepted by Retailer by any means other than by paper and at any time other than when Consigned Merchandise is received.

5.4 Inventory sheets shall not be accepted by Retailer at any time other than when Consigned Merchandise is received.

6. Restocking

6.1 Retailer shall notify Vendor if Consigned Merchandise needs to be restocked and will request specific Consigned Merchandise quantities.

6.2 Vendor shall make a good faith effort to deliver Consigned Merchandise in the quantities requested by the Retailer.

6.3 Retailer shall coordinate with Vendor the date and time of delivery. Vendor shall only deliver Consigned Merchandise during the date and time coordinated with Retailer.

7. Compensation

7.1 The proceeds from all sales will be held in trust by Retailer for the benefit of Vendor. As compensation for sales, Retailer shall retain 10% of gross sales on Booth Rentals and 30% on Consignment agreements. Vendor shall receive 90% or 70% of gross sales depending on agreement.

8. Sales Reports

8.1 No later than fifth (5) days after the end of each month, Retailer shall submit to Vendor a sales report detailing all sales of Consigned Merchandise from the immediately preceding month. Vendor reserves the right, upon seven (7) days prior notice to Retailer, to examine such sales records which deal solely with the sale of the Consigned Merchandise for verification of the monthly sales reports. Retailer agrees to keep records regarding the Consigned Merchandise and its sale thereof. The examination shall take place during normal business hours.

9. Payments

9.1 On the basis of the sales monthly reports only, Retailer shall issue a payment to Vendor pursuant to Paragraph 7, from earnings retained by Retailer, no later than thirty (5) days after the end of the month in which the sales were made.

10. Representations of Vendor

10.1 Vendor hereby represents to Retailer that Vendor either has good title to the Consigned Merchandise or has full power and authority to deliver the Consigned Merchandise to Retailer.

10.2 Vendor hereby represents to Retailer that all Consigned Merchandise delivered has been manufactured in accordance with all applicable local, state and federal laws and regulations, including health, safety and food handling. 10.3 Vendor hereby represents to Retailer that all Consigned Merchandise delivered has been labeled in accordance with all applicable local, state and federal laws and regulations, including health, safety and food handling.

11. Return and Reconciliation

11.1 Following the Termination Date of this Agreement, Retailer will return all unsold Consigned Merchandise to Vendor.

11.2 Consigned Merchandise shall be returned in the original condition in which it was delivered to Retailer pursuant to this Agreement.

11.3 A final inventory shall be done detailing the quantity of Consigned Merchandise returned to Vendor after Termination Date.

12. Title

12.1 Title to the Consigned Merchandise shall at all times remain Vendors until fully paid for by Retailer. Upon receipt by Retailer of inventoried Consigned Merchandise, Retailer shall bear the entire risk of loss, theft, damage or destruction from any cause whatsoever. Retailer agrees to hold the Consigned Merchandise and proceeds thereof in trust for Vendor.

13. Taxes

13.1 Retailer shall promptly pay any and all sales, use or other taxes, duties or assessments imposed by any governmental authority in a particular jurisdiction with respect to the possession, consignment or delivery of the Consigned Merchandise hereunder.

14. Insurance

14.1 Vendor is encouraged to have insurance on their merchandise. Retailer assumes no responsibility for the vendors merchandise.

15. Events of Default The following shall be considered Events of Default:

15.1 Retailers failure to submit to Vendor a report detailing all sales of Consigned Merchandise within the time frame set forth in this Agreement.

15.2 Retailers failure to adhere to the terms herein, including but not limited to, failure to make prompt payment of all amounts owed pursuant to this Agreement, and honor all warranties and covenants. This includes without limitation, the obligations of Retailer to make payments in strict accordance with the time limits set forth in this Agreement.

15.3 A material adverse change in Retailers financial condition which Vendor, in its sole discretion, deems material using sound business judgment.

15.4 Liquidation, an assignment for the benefit of creditors, dissolution or the discontinuance of the operation of the business of Retailer for any reason.

15.5 Failure of Retailer to remove by payment or bond any lien or attachment against the Consigned Merchandise within thirty (30) days.

15.6 The occurrence of any substantial loss, theft or destruction or damage to Vendor's Consigned Merchandise delivered hereunder which is not fully covered by insurance or reimbursed by Retailer.

15.7 The sale, assignment, or other transfer of greater than fifty (50%) percent in the aggregate, of the share ownership of Retailer or the sale or any other transfer of twenty (25%) percent or more in the aggregate of the assets of Retailer during the term of this Agreement.

16. Default Remedies

16.1 Upon default by Retailer, Vendor may declare all liabilities, indebtedness and obligations of Retailer to Vendor arising under this Agreement immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding.

16.2 Upon default by Retailer, Retailer shall within fifteen (15) days return to Vendor, at Retailer's expense, all Consigned Merchandise delivered hereunder, or make payment for such Consigned Merchandise to Vendor. In the event of Retailer's failure to make immediate return or payment, Vendor may proceed to enforce payment and exercise all rights and remedies it may have against Retailer as well as any other rights and remedies to which Vendor may be entitled in law or equity, all of which may be exercised singularly or concurrently. Retailer agrees to pay all fees and expenses, including reasonable attorney's fees, incurred by Vendor in enforcing its rights, powers and remedies under this Agreement as to Retailer's default.

16.3 Upon default by Retailer, Vendor may declare all liabilities, indebtedness and obligations of Retailer to Vendor immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

16.4 Upon default by Vendor to comply with Paragraph 5, Retailer will be released from obligation to bear risk of loss, theft, damage or destruction from any cause whatsoever of inventoried Consigned Merchandise. Upon default by Vendor, Retailer will compensate Vendor for Consigned Merchandise per point of sale system reported sales only.

17. Term and Termination

17.1 This Agreement shall commence as of the date written above and unless sooner terminated pursuant to this Agreement, shall continue thereafter until such time as Retailer has complied with this Agreement or if extended by the parties in writing for an additional period as extended.

17.2 The termination of this Agreement as provided for in this Agreement is referred to as the Termination Date.

17.3 Retailer shall sell Vendors products until _____.

17.4 Upon the occurrence of any Event of Default pursuant to this Agreement, Vendor or Retailer may immediately terminate this Agreement by sending other party written notice of termination.

17.5 Within thirty (30) days of the Termination Date Vendor shall either (i) collect all or any portion of the Consigned Merchandise which remains unsold, or (ii) obtain the written consent of Retailer to continue to sell the Consigned Merchandise beyond Termination Date. All Consigned Merchandise returned to Vendor must not be defective and must be in saleable condition.

18. Modification

18.1 No modification, amendment, supplement, or waiver to this Agreement shall be binding unless in writing and signed by all parties.

19. Waiver

19.1 The waiver, express or implied, by any party of any right hereunder shall not constitute a waiver of any other right.

20. Assignment and Transferability

20.1 Retailer may not assign its rights or delegate its obligations hereunder without the prior consent of Vendor, and any such assignment or delegation, in the absence of such consent, shall be void and without effect. Vendor may assign this Agreement to any third party providing that such third party agrees to be bound by the terms and condition of this Agreement to the same extent as Vendor.

21. Enforcement

21.1 If any provision of this Agreement shall be finally determined by competent authority to be invalid or unenforceable in any jurisdiction such invalidity or unenforceability shall attach only to such provision and jurisdiction. Such provision shall be deemed severed to the extent of such invalidity or unenforceability and shall not affect or render invalid or unenforceable any other provision of this Agreement. Subject to such severance, this Agreement shall continue in force and effect in accordance with its other terms and conditions.

22. Entire Agreement

22.1 This Agreement supersedes all prior communications and understandings between the parties hereto with respect to the subject matter hereof and constitutes their sole and entire Agreement with respect to the subject matter hereof.

23. Further Action

Retailer, agrees that, from time to time, it will execute and deliver any and all additional and supplemental Agreements, documents, and instruments and do such other acts as required by Vendor in Vendor’s judgment, to be necessary or desirable to carry out the intents and purposes of this Agreement and the consummation of the transactions contemplated thereby.

24. Jurisdiction and Governing Law

24.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24.2 Retailer hereby submits to the jurisdiction of the courts of the State of Utah as well as to jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding arising out of this Agreement, and expressly waives any and all objections it may have as to venue in any of such courts. IN WITNESS WHEREOF, Vendor and Retailer have caused this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above mentioned.

VENDOR: BY: _____

NAME: _____

TITLE: _____

RETAILER: BY: _____

NAME: _____

TITLE: _____

Agreement

_____ Consignment 30% of Sale

_____ Booth \$140.00 plus 10%