

CONSIGNMENT AGREEMENT FORM

Location: _____ Agreement Number: _____

Consignor Information:

Full Name/Business Name: _____

Address: _____

Phone: _____ Email: _____

Consignee Information:

Full Name/Business Name: _____

Address: _____

Phone: _____ Email: _____

Consigned Goods Description:

Item Name/Type: _____

Quantity/Units: _____ Unit of Measure: _____

Condition of Goods: _____

Serial/Identification Numbers (if applicable): _____

Consignment Terms and Conditions:

This Consignment Agreement (“Agreement”) is entered into by and between Consignor and Consignee for the sale or disposition of the consigned goods described above. The Consignor retains ownership of the goods until sold by Consignee. Consignee agrees to exercise reasonable care in the safekeeping and sale of the goods and to comply with all applicable laws and regulations. The Consignee will remit the proceeds of sale, less any agreed fees or expenses, to the Consignor within the specified settlement period. Consignor warrants that they are the lawful owner of the goods and have full authority to consign them. Consignee is authorized to sell the goods on behalf of Consignor under the terms herein. Both parties agree that this Agreement is governed by the laws of the United States and applicable state law. Any disputes arising from this Agreement shall be resolved in the appropriate jurisdiction as agreed herein.

1. Term of Consignment

The term of this Agreement shall commence upon execution and continue until the goods are sold, returned, or otherwise disposed of as agreed.

2. Pricing and Sale

Consignor and Consignee shall agree upon the minimum sale price or pricing guidelines. Consignee will not sell below the agreed minimum without prior consent.

3. Fees and Commissions

Consignee shall be entitled to a commission or fee as agreed, deducted from the sale proceeds prior to remittance to Consignor.

4. Risk of Loss

Consignee shall be responsible for the safekeeping of the goods and bear risk of loss or damage while goods are in

Consignee's possession, except for loss caused by natural disaster or unforeseen events beyond control.

5. Insurance

Consignee agrees to maintain appropriate insurance coverage for the consigned goods during consignment period.

6. Return of Goods

Unsold goods shall be returned to Consignor upon termination of this Agreement or upon request, within a reasonable time frame.

7. Warranties and Representations

Consignor represents that the goods are free of liens, claims, or encumbrances, and are lawful to consign and sell. Consignee makes no warranties as to sale or marketability.

8. Indemnification

Both parties agree to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of breach of this Agreement or negligent acts.

9. Termination

Either party may terminate this Agreement upon written notice. Obligations accrued prior to termination shall survive.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law.

11. Dispute Resolution

Any disputes shall be resolved through mediation followed by binding arbitration in the agreed jurisdiction.

12. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior discussions or agreements.

13. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

14. Notices

All notices under this Agreement shall be in writing and delivered to the addresses provided by the parties.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

16. Force Majeure

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including acts of God, war, or government restrictions.

17. Confidentiality

Parties agree to keep the terms and information of this Agreement confidential except as required by law.

18. Assignment

Neither party may assign rights or delegate duties without prior written consent of the other party.

19. Severability

If any provision is found invalid or unenforceable, remaining provisions shall remain in full force and effect.

20. Signatures

The parties have executed this Agreement as of the date below by their authorized representatives.

CONSIGNOR'S SIGNATURE

CONSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title (if applicable): _____

Title (if applicable): _____

Date: _____

Date: _____

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