



## CONSIGNMENT AGREEMENT

An agreement to sell goods on consignment between (please print):

**Name** **Pups Eco-Friendly Dog Service, LLC**  
*referred to below as the Market*

**Name** \_\_\_\_\_  
*referred to below as the Consignor*

**Address** **437 East 2100 South**  
**Salt Lake City, UT 84115**

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

### OWNERSHIP

The consigned merchandise remains the property of the Consignor until it is sold and paid for in full by the purchaser. At no time does the Market own the consigned merchandise. Copyright to merchandise that is produced by the Consignor remains with the Consignor at all times.

### COMMISSION

Upon sale of the consigned merchandises, the Market is entitled to a commission of 60% of the selling price.

### SALES & BILLING

The Market shall forward to the Consignor the amount equal to the selling price of the consigned merchandise minus the Market's commission. Payments will be available the 15<sup>th</sup> day of the month following the sale of the merchandise. (example: payment for merchandise sold during the month of May will be made by June 15<sup>th</sup>).

### RECEIPT & ACCEPTANCE OF MERCHANDISE

The Market at its sole discretion has the right to select which merchandise, if any, are to be accepted and received for consignment. The Market will also have the discretion to price merchandise at a price that the Market deems reasonable based on the re-sale value of the merchandise.

### SALES TAX

Sales tax will be paid by the purchaser and collected by the Market at time of sale.

### DISCOUNTS

The Market will discount merchandise that has aged at the following rates:

- 90 days: 15%
- 120 days: 20%
- 150 days: 25%

### RETURN OF MERCHANDISE

The Consignor has two choices for unsold merchandise at the end of the 6-month consignment period. **Please initial your preference:**

\_\_\_\_\_ Option 1:

The Market can return unsold merchandise to the Consignor at the request of the Consignor. The Consignor has 14 days to pick up unsold merchandise upon notification.

\_\_\_\_\_ Option 2:

The Market can donate unsold merchandise to a no-kill, non-profit shelter or other non-profit as appropriate. Consignors will forfeit any merchandise unsold and not picked up by the within 14 days after the end of the consignment period and it will be donated.



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### **INSURANCE**

The Market shall provide insurance for fire, theft, and breakage for merchandise received in good condition at the store. The Market shall not be liable for loss or damage to the merchandise if the damage is due to inherent faults attributed to the design, construction, or materials of the merchandise. Insurance value of the merchandise is 60% of the selling price, payable upon settlement of insurance. The Market cannot provide any compensation for natural deterioration caused by heat, humidity, or circumstances beyond its control.

### **PHOTOGRAPHS & BIOGRAPHICAL INFORMATION**

The Consignor shall allow photographs of the merchandise to be listed online and used for promotional material.

### **DISPLAY OF MERCHANDISE**

The manner and length of time the merchandise is displayed is at the sole discretion of the Market. The premises include the store and any other display case or window in any other location used to promote the merchandise and/or the store.

### **CONSIGNOR'S WARRANTY**

The Consignor warrants that he/she is the lawful owner of the merchandise he/she presents for sale. The Consignor warrants that all merchandise presented are free from any encumbrances. The Consignor shall not, without written consent from the Market, make any agreements concerning the merchandise that are consigned under this agreement.

I have read and agree with the terms set forth in this agreement.

\_\_\_\_\_  
*Market Representative*

\_\_\_\_\_  
*Consignor's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*