



Consignment Agreement

Please Read Both Sides of this Form Carefully

Name _____ Phone _____

Street _____ City _____ State ____ ZIP _____

Today's Date: _____ Email Address _____

Consignor wishes to receive payment by: ___ Check mailed to above address ___ Store Credit

Percentage of Selling Price Received by Consignor after Final Sale			
Selling Price:	\$875 or more	\$325 – \$874	\$324 or less
Consignment Payment by Check	70%	60%	50%
Consignment Store Credit	75%	70%	60%

1) **Product.** The following product(s) will be delivered by Consignor (listed above) to Consignee:

Manufacturer _____ Model _____ Color _____

Model Year _____ Condition _____ Quantity _____

Desired Selling Price: \$ _____ SKU Assigned: _____ OK to Demo ___ Yes ___ No

Manufacturer _____ Model _____ Color _____

Model Year _____ Condition _____ Quantity _____

Desired Selling Price: \$ _____ SKU Assigned: _____ OK to Demo ___ Yes ___ No

Manufacturer _____ Model _____ Color _____

Model Year _____ Condition _____ Quantity _____

Desired Selling Price: \$ _____ SKU Assigned: _____ OK to Demo ___ Yes ___ No

Manufacturer _____ Model _____ Color _____

Model Year _____ Condition _____ Quantity _____

Desired Selling Price: \$ _____ SKU Assigned: _____ OK to Demo ___ Yes ___ No

2) Payment to Consignor

Consignee will pay Consignor for the consigned product sold the percentage, indicated above, of the actual selling price within twenty (20) days of selling the above consigned product.

3) Term

This Agreement shall remain in force until either party gives to the other party 24 hours written notice of its intention to terminate, during which time the Consignee will continue to sell the consigned products in its possession in accordance with this Agreement. Upon the expiration of such 24 hours, this Agreement will terminate.

Notwithstanding the foregoing, the Consignor may terminate this Agreement without prior notice in the event that the Consignee violates any term of this Agreement or in the event that the Consignor becomes dissatisfied with the financial stability of the Consignee, and in either such event the Consignor will have the right to remove all consigned products from the premises of the Consignee. Upon termination of this Agreement by the Consignor, the Consignee will return all consigned products to the Consignor, and will forthwith pay the Consignor for all consigned products not accounted for to the Consignor at the price indicated in paragraph 2 above.

In the event that Consignee provides Consignor with written termination of the agreement as specified, and Consignor does not remove the property from the premises of the Consignee within thirty (30) days, Consignee is authorized to sell the property at a price lower than the indicated Desired Selling Price, and will provide payment to Consignor as stipulated in paragraph 2.

4) Authority to act for Consignor

The Consignee will conduct the entire business of selling such products in the Consignee's name and at the Consignee's cost and expense. Nothing in this Agreement will authorize or empower the Consignee to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of the Consignor, or bind the Consignor in any manner, or make any representation, warranty or commitment on behalf of the Consignor, this Agreement being limited solely to the consignment of the merchandise herein specified.

5) Indemnity

The Consignee shall indemnify the Consignor against any loss or damage caused by acts of the Consignee not authorized by this Agreement.

6) Title

Consignor herein attests that Consignor has full title to above specified product(s).

IN WITNESS WHEREOF the parties have executed this Agreement.

Consignor Signature _____ Date __/__/____

Charles River Recreation Staff Signature: _____

Print Staff Name: _____