

## CONSIGNMENT AGREEMENT

This consignment agreement ("Agreement"), is entered into on \_\_\_\_\_, 2024 by and between the Museums on the Green ("Consignee"), located at 55 Palmer Ave., Falmouth, MA 02540, and \_\_\_\_\_ ("Consignor"), Located at \_\_\_\_\_.

### AGREEMENT TO SELL

In accordance with this Agreement, the Consignor grants Museums on the Green an exclusive right to display and sell the mutually agreed upon item(s), pursuant to the terms of this Agreement.

The Museums on the Green agrees to place on display the mutually agreed upon item(s) in a prominent area within the store premises.

### PROCEEDS AND TERMS OF SALES

The Consignee shall be entitled to retain 40% of all proceeds from the sale of each item consigned.

The Consignee shall submit a payment for the full amount of the sales price, less the agreed upon 40% (and applicable sales tax), to the Consignor at the end of each month.

Both the Consignee and the Consignor agree that payments shall be made in the form of company check.

The Consignee agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon in writing by both parties.

Prior to or upon delivery of the assigned merchandise the Consignor shall provide a complete and accurate inventory list of the merchandise items that have been consigned to be sold. The list must include a description of each item, the quantity of each item, the agreed upon price of each item, and it must be signed by both parties upon acceptance.

The Consignee shall accept only clean, quality merchandise in new condition.

Any merchandise that is not sold at the end of the consignment period shall be evaluated by both the Consignee and the Consignor. In the event that the Consignor decides to remove their merchandise, the Consignor shall assume all responsibility for retrieving and removing unsold merchandise or arrange for the pick-up and all costs associated with said removal of merchandise.

### MERCHANDISE OWNERSHIP

The Consignor shall retain ownership of all consigned merchandise until such time as the merchandise is sold.

### TERM OF CONSIGNMENT AGREEMENT

The Term of this Consignment Agreement shall be for a period of six (6) months from approximately May 1<sup>st</sup> to October 31<sup>st</sup>, or December 31<sup>st</sup> if items are left through the holidays, of each year to coincide with Consignee's shop opening.

### TERMINATION OF CONSIGNMENT AGREEMENT

The Consignee may terminate this Agreement at any time and for any reason by providing 30-days advance written notice but said termination shall not affect the agreement regarding items of merchandise already sold.

**ARBITRATION/MEDIATION DISPUTE RESOLUTION**

The Consignee and the Consignor both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute.

**ENTIRETY**

The herein contained Consignment Agreement constitutes the entire understanding of both the Consignee and the Consignor pertaining to all matters contemplated at this time.

**WARRANTIES**

Neither the Consignee or the Consignor shall make any guarantee or warranties in relation to any sale, use of transfer of the merchandise by the other party or any third party acting on behalf of the Consignee or the Consignor.

Consignee is not responsible for any loss or damages to consignor’s property while in the custody of consignee.

**ASSIGNMENT**

This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

**GOVERNING LAWS**

This Agreement shall be construed and governed in accordance with the laws of the State of Massachusetts.

AGREED AND EXECUTED, on \_\_\_\_\_, 2024.

CONSIGNEE:

CONSIGNOR:

\_\_\_\_\_

\_\_\_\_\_

Executive Director  
Museums on the Green