**Consignment Agreement**

**This Consignment Agreement ("Agreement")** is made and entered into on this \_\_\_ day of \_\_\_\_\_\_\_\_**, 20\_\_**, by and between:

**Consignor:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Consignee:**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collectively referred to as the “Parties.”

**1. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which the Consignor will deliver goods to the Consignee for the purpose of sale, with ownership remaining with the Consignor until the goods are sold.

**2. Description of Goods**

The Consignor agrees to deliver the following goods to the Consignee for sale on consignment:

| **Item Description** | **Quantity** | **Wholesale Price** | **Suggested Retail Price** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

Additional items may be added upon written agreement by both Parties.

**3. Term**

This Agreement shall commence on the effective date stated above and continue until terminated by either Party with at least \_\_\_ days’ written notice.

**4. Pricing and Payment**

a. The Consignee shall sell the goods at prices mutually agreed upon by both Parties.
b. The Consignee shall remit payment to the Consignor for sold goods within \_\_\_ days after the end of each month, less the agreed commission.
c. The Consignee’s commission shall be \_\_\_% of the final sale price of each item sold.

**5. Ownership and Risk of Loss**

a. The Consignor retains full ownership of all consigned goods until they are sold.
b. The Consignee shall exercise reasonable care in handling and storing the goods but shall not be liable for loss or damage beyond normal wear and tear or causes beyond their control (e.g., fire, theft, natural disasters).

**6. Unsold Goods**

a. Unsold goods may be returned to the Consignor at the Consignor’s expense upon termination of this Agreement or at any time upon mutual agreement.
b. The Consignee shall not mark down or dispose of any consigned goods without written approval from the Consignor.

**7. Records and Reporting**

The Consignee agrees to maintain accurate and up-to-date records of all consigned goods, including sales, returns, and current inventory. A sales report shall be provided to the Consignor on a \_\_\_ (weekly/monthly) basis.

**8. Marketing and Promotion**

The Consignee may promote and display the consigned goods in their store or sales platform. Any special advertising or promotional campaigns involving the goods must be approved by the Consignor.

**9. Termination**

Either Party may terminate this Agreement with \_\_\_ days’ written notice. Upon termination, the Consignee shall return all unsold goods to the Consignor and provide a final accounting and payment for all goods sold.

**10. Independent Contractor**

The Consignee acts as an independent contractor and not as an employee, agent, or partner of the Consignor.

**11. Governing Law**

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

**12. Entire Agreement**

This Agreement represents the entire understanding between the Parties and supersedes all prior agreements or communications, whether oral or written, concerning the subject matter herein.

**13. Signatures**

**IN WITNESS WHEREOF**, the Parties have executed this Consignment Agreement as of the date first written above.

**Consignor:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Consignee:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_