

# CONTRACT FOR SALE OF GOODS ON CONSIGNMENT

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Consignor: \_\_\_\_\_

Consignee: Frontier Exchange

Address Line 1: \_\_\_\_\_

Address Line 1: 2199 E. Henrietta Rd.

Address Line 2: \_\_\_\_\_

Address Line 2: Ste 9A

City/State/Zip: \_\_\_\_\_

City/State/Zip: Rochester, NY 14623

Phone #: \_\_\_\_\_

Phone #: (585) 944-1077

E-mail: \_\_\_\_\_

E-mail: info@frontierexchange.us

IN CONSIDERATION of the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by the parties hereto as follows:

- 1. Exclusive Appointment.** Consignee shall have the exclusive right to sell Consignor's items during the term of this Agreement.
- 2. Delivery of Merchandise.** Consignor shall deliver to Consignee, at Consignor's expense, the agreed items to be consigned at the Consignee's place of business at **2199 E. Henrietta Rd. Ste 9A, Rochester, NY 14623**. Consignee shall be responsible for any loss of or damage to items while it is under Consignee's control.
- 3. Sale of Merchandise.** Consignee shall make its best efforts in the sale of Consignor's items. All sales prices shall be fixed by Consignor. Consignee shall not sell Consignor's items at less than the authorized prices, which prices will be reflected in price schedules attached as Exhibit "A".
- 4. Duration of Agreement.** The Consignor elects to consign their items with Consignee for a duration of \_\_\_ days (30 / 60 / 90 days) effective on the day Consignor drops off the item to the Consignee's place of business.
- 5. Accounting and Payment.** No later than the last Sunday of each month, Consignee shall render a written statement to Consignor showing sales during the preceding month unless Consignor opts to be provided access to the Consignor Portal operated and managed by Consignee, in which case the written statements are automatically provided in digital form to be accessible at Consignor's discretion.

No later than the last Sunday of each month, Consignee shall remit to Consignor a portion equal to \_\_\_% of the sale of Consignor's items during the preceding month less any eCommerce final valuation and commission fees as determined by the platform utilized to convey the sale of Consignor's items. Consignor may also elect to receive remittance no sooner than **4 business days** from the date of sale of Consignor's items.

All **Sales Taxes** for sales of Consignor's items in this Agreement are collected by and remitted to the State of New York by Consignee on behalf of the Consignor.

- 6. Return of Items.** Consignee may at any time return to Consignor any of Consignor's items in Consignee's possession that have not been sold. Consignor will be responsible for retrieving items within **10 business days**. Any items not retrieved by Consignor after the close of the 10<sup>th</sup> business day shall be considered abandoned and ownership of items transferred to Consignee unless the failure of the Consignor to retrieve items is for reasons caused by force majeure. If for reasons of force majeure, Consignee may extend reasonable storage accommodations to the Consignor at a monthly rate of \$3.50/sq ft of floor space required to store Consignor items and pro-rated to the days the space was required.
- 7. Agreement Renewal.** At the end of this Agreement, should there be Consignor items listed in Exhibit "A" that didn't sell, the Consignee may opt to enter into a new Agreement with Consignor for those items at the Consignee's sole discretion.
- 8. Operation of Business.** Consignor shall have no responsibility or liability whatsoever in connection with the management and operation of Consignee's business. Consignee shall have entire charge of such management and operation, shall furnish all equipment and vehicles, and shall hire and pay the wages of all assistants and employees required for the operation of Consignee's business. Consignor reserves no supervision or control over Consignee in the facilities, employees, and methods to be used and employed by Consignee in carrying out the purposes of this Agreement and shall in no event be responsible for negligence of Consignee or Consignee's employees.
- 9. Use of Consignor's Name.** Consignee is authorized, during the term of this Agreement, to use the description, "Consignor", in advertising matters and on stationery.

Additionally, all items shall be sold for Consignor's account on Consignor's invoice. However, neither such use nor any other conduct in performance of this Agreement shall be deemed to constitute Consignee an agent of Consignor for any purpose other than the sale of Consignor's items.

- 10. Termination.** This agreement may be terminated by either party on **14 calendar days'** written notice to the other. The proper accounting and payment between the parties shall be made no later than **5 business days** after the date set for termination and on such date, Consignor shall be responsible for retrieving all Consignor's items in the possession of Consignee at Consignor's expense within **10 business days** of the termination date.

11. **Assignment and Modification.** This Agreement is not assignable, and any attempted assignment shall be null and void and of no effect. This Agreement may not be modified except by an instrument in writing signed by both of the parties.

12. **Construction; Waiver.** This Agreement shall be construed according to the laws of the State of New York. The right of either party to require strict performance by the other hereunder shall not be affected by any previous waiver, forbearance, or course of dealing.

Agreed by the Parties and Executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Consignor \_\_\_\_\_

Consignee \_\_\_\_\_

**Exhibit A – Consignor’s Items & Price Schedule**

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

Item: \_\_\_\_\_ Description: \_\_\_\_\_

Category: \_\_\_\_\_

Price Schedule – 30 Days: \_\_\_\_\_ 60 Days: \_\_\_\_\_ 90 Days: \_\_\_\_\_

# Consignment Agreement Summary Sheet

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## 1. Exclusive Sales Rights

- The shop has the exclusive right to sell your items for the time listed in this agreement.
  - You can't sell the same items elsewhere during this period.
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## 2. Delivery of Your Items

- You are responsible for bringing your items to the shop.
  - Items are stored and sold from the retail location at:  
2199 E. Henrietta Rd, Ste 9A, Rochester, NY 14623
  - Once the shop receives your items, they're responsible for keeping them safe.
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## 3. Pricing and Sales

- You set the prices for your items.
  - Your items will not be sold below the agreed price unless you approve it in advance.
  - These prices are listed in Exhibit A.
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## 4. How Long the Agreement Lasts

- You choose how long to consign: 30, 60, or 90 days.
  - The agreement starts the day you drop off the items.
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## 5. Statements and Payouts

- By the last Sunday of each month, you'll get a sales report.
  - You can get this through a monthly email or by logging into the shop's online consignor portal.
  - Payouts are sent once a month (or within 3 business days of each sale if you choose that option).
  - You receive \_\_\_% of each sale, minus any eCommerce platform fees.
  - The shop collects and sends the sales tax to New York State—no action needed from you.
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## 6. Returning Unsold Items

- The shop can return unsold items to you at any time.
  - You must pick up those items within 10 business days.
  - If you don't pick them up on time, the shop becomes the legal owner (unless you have a serious emergency).
  - If an emergency delays pickup, storage may be offered for a \$3.50/sq ft monthly fee, prorated.
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## 7. Renewing the Agreement

- If your items don't sell, the shop may offer to renew the agreement at its sole discretion.
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## 8. How the Business is Run

- The agreement doesn't allow you to manage the staff, pricing, or policies.
  - You are not responsible if something goes wrong in the day-to-day operations.
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## 9. Use of Your Name

- The shop may use the term "Consignor" in advertising or signage while selling your items.
  - You still own the items until they sell. The shop is not your legal agent for anything else.
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## 10. Ending the Agreement

- Either party can end this agreement with 14 days' notice.
  - After termination, all items must be picked up within 10 business days, or they'll be considered abandoned.
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## 11. No Transfers or Edits

- You can't transfer this agreement to someone else.
  - Any changes must be made in writing and signed by both you and the shop.
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## 12. Legal Notes

- This agreement is governed by the laws of New York State.
- Even if either side is flexible at times, that doesn't change the rules of the agreement.