



CONSIGNMENT AGREEMENT

This agreement dated _____, 20__, is between _____
_____ (“Consignor”), and Brassy Bit, LLC (“Consignee”).

1. Consignor:

- A. Warrants that Consignor has unencumbered, good title to the goods described in “Exhibit A” (“consigned goods”);
- B. Warrants that the description of the consigned goods is true and accurate;
- C. Agrees to deliver to Consignee, on consignment, the consigned goods according to the terms set out in this Agreement;
- D. Grants Consignee an exclusive right to sell the consigned goods for the term of this Agreement for the minimum of the amounts listed in Exhibit A for each consigned good; and
- E. Agrees pay Consignee a commission for selling the consigned goods in the sum of _____% of the gross sale, excluding any shipping charges and sales tax. Consignee is authorized to and shall deduct from the proceeds of sales any shipping charges, sales taxes and its commission under this paragraph.

2. Consignee:

- A. Agrees to receive and accept possession of the consigned goods delivered by Consignor;
- B. Promises to use best efforts to sell the consigned goods promptly during the term of this Agreement at or above the price provided described in paragraph 1(D) and listed on Exhibit A for each consigned good;



- C. Promises to be responsible for the safekeeping of the consigned goods while they are in its custody and during the term of this Agreement. ***Consignee shall not, however, be liable for any losses to the consigned goods resulting from flaws inherent in the consigned goods or from flaws in the consigned goods that were not disclosed by Consignor. Moreover, Consignee shall not be liable for any losses to consigned goods after the termination of this Agreement, as provided for in paragraph 4.*** Consignee shall be liable for all other loss or damage to the consigned goods while in the position of Consignee and during the term of this Agreement. ***Consignee's liability is limited to the full amount Consignor would have received from Consignee if the consigned goods had been sold at the minimum price established by this agreement. Consignee shall not be liable for any other consequential or incidental losses or any other amounts;***
- D. Promises to pay to Consignor the net proceeds of the sale of the consigned goods as received by Consignee, the net proceeds being the gross amount of the sales less any reasonable shipping charges and sales taxes as well as the commission listed in paragraph 1(E). This payment shall be made by the Consignee to the Consignor within fifteen (15) days of the sale of consigned goods or within fifteen (15) days of any loss or destruction to the goods under paragraph 2(C); and
- E. Agrees to permit Consignor to inspect the consigned goods by appointment, within a reasonable time after the request for such an appointment is made, not to exceed two (2) business days.
3. During the term of this Agreement and until sold, title to the consigned goods shall remain vested in Consignor.
 4. This Agreement shall automatically terminate after **180 days** or the after consigned goods are sold (or damaged) and payment under paragraph 2(D) has been made, whichever occurs first.
 5. If the Agreement terminates and the consigned goods have not been sold (or damaged), Consignor promises to retake possession of the consigned goods immediately.



6. In the event of any dispute arising out of or related to this Agreement, upon formal written notice, the parties will attempt to resolve their differences by good faith negotiation. After 30 days of good faith negotiation, either party may, by written notice, declare the negotiations failed. Should the negotiations fail, either party may initiate legal proceedings only in the Clay County Small Claims Court of Minnesota.
7. This Agreement, including Exhibit A, constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements, understandings, promises or representations made by either party with respect to the subject matter of this Agreement.
8. This Agreement may only be amended by the parties in writing signed by both of them.
9. If any provision or part of the Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
10. This agreement shall be governed by the laws of Minnesota.
11. The parties agree that they have read and understood this Agreement. Although prepared by Brassy Bit Tack LLC, Consignor expressly represents that Consignor has had a full opportunity to review this Agreement and believes it to constitute a fair a balanced contract covering the consigned goods.



EXHIBIT A

Detailed description of the consigned goods, including any and all flaws or existing damage and the minimum price at which the Consignee is authorized to sell each item:

 B

 C
