



# Creative Junk Therapy Consignment Agreement

This Consignment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ by and between the following parties:

Creative Junk Therapy, a business, organized under the laws of the state of Florida, having its principal place of business at the following address:

772 W. Lumsden Rd.  
Brandon FL 33511

and \_\_\_\_\_, hereinafter, "Consignee" will refer to and be used to describe the following party: Creative Junk Therapy. Consignor and Consignee may be referred to individually as "Party" and collectively as the "Parties."

## **RECITALS:**

*WHEREAS, Consignor wishes to sell a certain product or products, specifically the following, which shall hereinafter be referred to generally as the "Product," on consignment:*

*See attachment, as may be modified from time to time*

*WHEREAS, Consignee wishes to sell the Product on behalf of Consignor, including accepting delivery of the Product and making proper payment to Consignor once the sale of the Product is complete;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

## **Article 1 - TITLE & CONSIGNMENT OF GOODS:**

The Consignor owns the Product. Under the terms and conditions of this Agreement, Consignor grants the right to sell the Product to Consignee. Title of the Product will remain with the Consignor until the Product is purchased.

Consignor grants this right exclusively.



## **Creative Junk Therapy Consignment Agreement**

### **Article 2 - AGREEMENT OF THE PARTIES:**

Consignor agrees to deliver the Product to Consignee for sale on consignment. Consignee agrees to accept delivery of the Product and to devote its best efforts to the sale of the Product for Consignor. Consignee hereby acknowledges and agrees that it does not have any right, title, or interest in and to the Product and that the Product is not intended as a security of any kind.

### **Article 3 - FEES & PAYMENT:**

The required payment ("Payment") for the Product shall be determined by both Consignor and Consignee, together. The Payment price required for the sale of the Product will be as follows:

After the Product is sold for the Payment Price, Consignor and Consignee will handle the fee split as follows:

For the first 30 days, consignee will keep 40% of the sales price plus the full tax on the 100% of the sales price, and the consignor will receive the balance. The fees will be paid within 30 days of sale.

Consignee shall keep accurate records of sale that Consignor may inspect at any time upon reasonable notice.

If a product is to be retained longer than 30 days, the consignor will pay a monthly fee for space to display and sell the product based on the total measured size of items. Fee breakdown will be adjusted based on total cumulative size requirement for all items in accordance with the following price breakdown:

#### **Total Measurement Monthly Cost**

<b>&lt;1'</b>	\$ 15.00
<b>1'-5'</b>	\$ 20.00
<b>6'-10</b>	\$ 30.00
<b>11-15'</b>	\$ 50.00
<b>16-20'</b>	\$ 70.00
<b>21-25'</b>	\$ 90.00
<b>26'&gt;</b>	\$ 120.00

If you chose to stay as ongoing consignor, consignee will keep 15% of the sales price and the consignor will receive the balance. The fees will be paid at the end of the month within 30 days of sale.



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## **Creative Junk Therapy Consignment Agreement**

Consignors can participate in the operation of Creative Junk Therapy as cooperative members and receive a discounted space fee rate of \$5 per month in exchange for assistance in the shop for 4 hours a week. This allows artists to contribute to the success of Creative Junk Therapy.

Space will be calculated monthly, and the Consignor will be notified of the amount due each month. Payment for space will be due in advance on the 15<sup>th</sup> of each month and past due on the end of the month. If a monthly payment cannot be made or Consignor is in default of the payment obligation, all products are to be removed by Consignor within 30 days.

Consignee shall keep accurate records of items, measurements, and sales that Consignor may inspect at any time upon reasonable notice.

### **Article 4 - LOSS & DAMAGE:**

Consignee shall have limited liability for any loss or damage occurring to the Product if it is damaged before sale. Such limited liability will be associated with obvious and egregious mishandling of products. Accidental damage that may occur in the normal handling or display of the items will not be the liability of the Consignee. Consignee must maintain insurance in an amount equal to or greater than the replacement cost of the Product.

### **Article 5 - EMPLOYMENT TAXES:**

The Parties hereby acknowledge and agree that Consignor has no responsibility or liability when it comes to Consignee's employment taxes and insurance, including payroll taxes, insurance premiums, wages, or other employment-related fees. Consignee is exclusively liable for such fees and payments.

### **Article 6 - INDEMNITY:**

Each Party hereby agrees to indemnify and hold harmless the other Party, their employees and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred that may arise or otherwise relate to this Agreement. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.



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## **Creative Junk Therapy Consignment Agreement**

### **Article 7 - TERMINATION:**

This Agreement may be terminated by either party, upon notice in writing of at least 10 days' notice, in the event that either Consignee defaults on any obligation or indicates to Consignor that Consignee will not perform or that Consignee feels the Product will not be sold. In case of termination of this Agreement, Consignor will be able to pick up the Product from Consignee within the following time period: 2 weeks.

If the Agreement is not terminated, it will continue until the entirety of the Product is sold and fees have been paid to each party.

### **Article 8 - RELATIONSHIP OF THE PARTIES:**

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the consignment and sale of the Product.

### **Article 9 - GENERAL PROVISIONS:**

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida.

B) DISPUTE RESOLUTION: If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then

existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

E) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties. Attachments may be modified, as specified herein, via text or email.

F) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party.



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G) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable.

H) ENTIRE AGREEMENT: This Agreement and attachments constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

### **EXECUTION:**

Name: Creative Junk Therapy 

Representative Signature: \_\_\_\_\_

Representative Name:  Karen Koseck

Representative Title: Director \_\_\_\_\_

Consignee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

