

Consignment Agreement

SaltCreek MarketHouse LLC

v. 09.16.2021

WHEREFORE, _____,
Consignor of certain (property, equipment, items) more particularly described hereinafter, and **SaltCreek MarketHouse, LLC**, Consignee for and in exchange of good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement (“Agreement”), do agree to the following:

1. **Ownership.**

Consignor warrants, covenants and agrees that the (property, equipment, items) being sold (is,are) owned by Consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned (property, equipment, items).

The parties agree that title to the consignment shall remain in Consignor until such consignment is sold in severable parts or in whole by Consignee.

2. **Delivery.**

Consignor must have a Consignment Agreement on file prior to submitting merchandise.

Consignor agrees to deliver the Product to Consignee for sale on consignment.

Delivery can be made in any manner agreed to by the Parties.

All product must be accompanied by a Merchandise Submittal Receipt signed by Consignor and for merchandise to be accepted by consignee.

Consignee will only accept Products that are authentic, clean, and in excellent condition.

Consignee agrees to accept delivery of the Product and to devote its best efforts to the sale of the Product for Consignor.

Consignee holds right to return to consignor items as deemed necessary to operations.

3. **(Non-Exclusivity or Exclusivity) of Agreement.**

Consignee shall have the exclusive right to market and sell the (property, equipment, items) described hereinabove.

Consignor not shall have the right to sell the (property, equipment, items) described hereinabove for his own account.

4. **Relationship of the Parties.**

Consignment Agreement

SaltCreek MarketHouse LLC

v. 09.16.2021

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.

5. **Price.**

Minimum offering price(s) (is/are) to be determined by Consignor included in the Merchandise Receipt signed by Consignor and agreed to and signed by Consignee.

6. **Time of Payment(s) to Consignor.**

Consignor agrees that Consignee shall require and receive full payment on the sale of the consigned (property, equipment, items) prior to any obligation of Consignee to remit payment to Consignor for the same.

Upon receiving full payment for such sale, Consignee shall remit, in United States currency or a check drawn on a United States bank, the amount due to Consignor under this Agreement no later than the day of the month following the date of such full payment.

It is agreed that full payment shall be construed to mean and include ten (10) days for the clearing of any monetary instrument by Consignee's bank.

7. **Amount(s) of Payment(s) to Consignor.**

Consignor and Consignee agree to the amount of payment as specified in Merchandise Submittal Form to Consignee and shall be due and payable to Consignor for the upon the sale of the (property, equipment, items) subject to this Agreement.

Consignee shall provide a monthly written statement listing all sales made of the (property, equipment, items) subject to this Agreement including the dates of such sales, the total amount(s) received and the amount of payment due to Consignee.

The parties agree that Consignee may withhold and retain the commission due Consignee from the amount to be remitted to Consignor under Article 6 of this Agreement upon the sale of the consigned (property, equipment, items).

8. **Taxes.**

The Parties hereby acknowledge and agree that Consignor has no responsibility or liability when it comes to sales tax, 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.

9. **Operation of Consignee's Business.**

Consignment Agreement

SaltCreek MarketHouse LLC

v. 09.16.2021

Consignee shall have the exclusive right to determine the business operation and management of its premises.

Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees or agents.

10. Advertising.

Consignee may use Consignor's name or other identifying information in the advertising, promotion and sale of the consigned (property, equipment, items).

11. Assignment.

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

12. Loss and Damage.

Consignor shall be liable for any loss or damage occurring to the Product if it is damaged before sale, regardless of whether it is in the control of Consignee.

13. Termination of this Consignment Agreement.

Consignee may terminate this Agreement at any time by returning to Consignor any or all of the unsold (property, equipment, items) which is/are the subject of this Agreement.

Consignor may terminate this Agreement at any time so long as such termination is made before the receipt of (property, equipment, items) which is/are subject to this Agreement.

The expense of delivery of any unsold (property, equipment, items) shall be paid by the party terminating this Agreement.

Prior notice of termination shall be required of a terminating party. (If required, notice shall be in writing, by email by registered mail, etc. 30 days before deemed effective)

14. **Indemnification.** Consignor will indemnify, hold harmless, and defend Consignee and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses arising out of or relating to any claim of a third party alleging or relating to:
- a. a breach or non-fulfillment of any representation, warranty, or covenant under/representation or warranty set out in this Agreement by Consignor;
 - b. any negligent or more culpable act or omission of Consignor (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
 - c. any bodily injury, death of any Person or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of Consignor; or
 - d. any failure by Consignor to comply with any applicable laws.

Consignment Agreement

SaltCreek MarketHouse LLC

v. 09.16.2021

15. **Governing Law.**

This Agreement shall be governed in all respects by the laws of the state of Georgia and any applicable federal law.

Both Parties consent to jurisdiction under the state and federal courts within the state of Georgia.

The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

16. **Language.**

All communications made or notices given pursuant to this Agreement shall be in the English language.

17. **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.

18. **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.

If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

19. **Waiver.**

Waiver, forbearance, course of dealing or trade usage shall not affect the right of a party to demand performance of any term or condition of this Agreement.

Consignment Agreement
SaltCreek MarketHouse LLC

v. 09.16.2021

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party.

Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties.

No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date.

Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

20. Force Majeure.

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including the following force majeure events (each a "Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) requirements of applicable law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) shortage of adequate power or transportation facilities.

EXECUTED, this the _____ day of _____ 20_____ .

Consignor (print): _____

Consignor (signature): _____

Email: _____

Phone: _____

Company Name: _____

Address: _____

Birthdate (day/month): _____

Consignment Agreement
SaltCreek MarketHouse LLC

v. 09.16.2021

Consignee (print): _____

Consignee (signature): _____