



CONSIGNMENT AGREEMENT

This Consignment Agreement (the "Agreement") is made as of the date set forth below between **Aubrey Home**, (Consignee) and _____ (Consignor) for the personal property ("the Merchandise") listed on the attached Schedule 1, and sets forth the terms and conditions of the agreement between the parties. No other agreement, verbal or written, will amend or modify this Agreement unless in writing with signatures from both parties and attached to this Agreement.

1. **PRICE:** Consignee reserves the right to accept and sell only those items which we determine to be in current style and/or otherwise salable and to determine the selling price of each item. Once a price is assigned to an item, Consignee will not negotiate or bargain with customers below the agreed upon amount.

Please check one option below.

- A. Consignor has the right to remain firm on the pricing.
 - B. Consignor allows Consignee to negotiate up to _____% off of agreed upon selling price.
2. **CONSIGNMENT PERIOD:** Consignor agrees to allow Consignee to market and sell the Merchandise for a period of 120 days from the date of this Agreement (the "Consignment Period"). Any Merchandise not sold at the end of the Consignment Period must be picked up by Consignor within 7 days from such date. Any Merchandise left with Consignee more than 7 days after the Consignment period will become the property of Consignee.
 3. **LIABILITY & INSURANCE:** Consignee will dutifully care for the Merchandise, but will not be liable for damage, theft, loss, or any other causes beyond Consignee's control. Merchandise is the property of Consignors until sold. Accordingly, Consignor will keep and maintain insurance covering the Merchandise in such amounts as Consignor deems appropriate.
 4. **PAYMENT:** Consignors will receive 60% of the final selling price for each item of Merchandise. The remaining 40% of the final selling price shall be kept and retained by Consignee. Consignor will be notified when the Merchandise has been sold and will make arrangements with Consignee to receive payment.
 5. **MARKETING WAIVER:** Consignor has the right to photograph the Merchandise being consigned and retain the images for use in any marketing material.
 6. **DELIVERY AND CHARGES:** Consignee will charge a fee for any items that the Consignor needs picked up and brought to the store for consignment. If, after the Consignment period, any unsold Merchandise needs to be delivered to Consignor from Consignee, Consignor agrees to pay an additional delivery fee.
 7. **TAXES:** Any and all federal, state, or county taxes are solely the responsibility of the Consignor and no withholding is done by Consignee. Any sales taxes required by any government authority or agency for sale of any item will be deducted from the sale proceeds prior to payment to the Consignor.
 8. **EFFORTS TO SELL MERCHANDISE:** Consignee will make every reasonable effort to obtain the best possible price for the consigned Merchandise. Consignee shall display the Merchandise in a location within Consignee's establishment chosen by Consignee in its complete and sole discretion.
 9. **NOTICE OF MERCHANDISE PICKUP:** Consignor must give a minimum of a 2-day notice to Consignee before pickup of any unsold Merchandise.

I agree to the above terms and conditions.

CONSIGNOR:

CONSIGNEE: