

**This Consignment Contract** ("Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **Exit 14 Market** ("Market") and \_\_\_\_\_ ("Vendor"), collectively referred to as "Parties."

The purpose of this Agreement is to establish the terms under which Vendor's products will be displayed and sold through Exit 14 Market's physical location and website.

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### **1. Term of Agreement**

1.1 This Agreement begins on the date signed and will continue on a agree to a three-month stay, which will be followed by a month-to-month agreement after the initial three months.

### **2. Vendor Product Display and Sale Terms**

2.1 **Physical Space Rental:** Market will provide shelf space for Vendor's products at its physical store location for display and sale.

2.2 **Online Listing:** (Optional) Vendor may list products for sale on Market's website, allowing customers to view and purchase Vendor's items online as part of the Market's online consignment program.

2.3 **Product Selection and Presentation:** The Market reserves the right to approve product selections and determine placement in both physical and online spaces to ensure the best customer experience and inventory consistency.

### **3. Fees and Payments**

3.1 **Account Creation Fee:** Vendor will pay a one-time account setup fee of \$25.00 to create a vendor profile and list products on the Market's website.

3.2 **Monthly Profile Page Fee:** If Vendor chooses the enhanced online profile page, they will pay an additional \$10.00 per month, granting access to: - Featured placement on the Market's website - Social media integration and promotional updates - Analytics on page traffic and customer interactions

3.3 **Payment Terms:** Vendor will remit all fees through the Market's secure online payment system by the due date stated in the invoice. Late fees may apply if payment is not received within 15 days.

#### **4. Sales Proceeds and Payouts**

**4.1 Sales Proceeds:** Sales revenue from Vendor's consigned products will be disbursed to Vendor monthly, minus any agreed-upon commission. Commissions and fees will be clearly outlined in separate exhibits or schedules if applicable.

**4.2 Transaction Reports:** Vendor will receive monthly statements detailing the sales of consigned items, any applicable fees, and the total payout due.

**4.3 Commission Sales Fee:** The vendor will be responsible for a 20% commission fee on all sales.

**4.4 Kansas Sales Tax:** All sales tax from the store and website is collected by Exit 14 Market and remitted to Kansas sales tax.

#### **5. Vendor Profile and Social Media Integration (Optional)**

**5.1 Vendor Profile Page:** Market will create a basic vendor profile page featuring Vendor's business name, product offerings, contact information, and a short business description.

**5.2 Enhanced Profile Features:** Vendor may choose to upgrade to an enhanced profile page, which includes: - Links to Vendor's social media accounts - Priority placement in featured sections of the Market's website - Page analytics and promotion options

**5.3 Marketing and Promotions:** Market may, at its discretion, promote Vendor's products on its own social media channels or email newsletters. Vendor agrees to allow Market to use images and descriptions of Vendor's products for promotional purposes.

#### **6. Inventory and Maintenance**

**6.1 Product Quality:** Vendor shall ensure that all consigned products meet the quality and safety standards expected by the Market. Damaged, defective, or expired products must be removed and replaced promptly by Vendor.

**6.2 Inventory Management:** Vendor is responsible for keeping their shelf space or online listings up-to-date, including managing stock levels, product descriptions, and pricing.

**6.3 Product Delivery:** Vendor is responsible for delivering products to the Market's physical location and for any costs related to maintaining adequate inventory levels.

#### **7. Insurance and Liability**

**7.1 Insurance:** Vendor is encouraged to maintain insurance coverage for their consigned products while on Market premises. Market is not liable for theft, loss, or damage to Vendor's inventory while on the premises.

**7.2 Indemnification:** Vendor agrees to indemnify, defend, and hold harmless the Market from and against any claims, damages, liabilities, or expenses arising from Vendor's consigned products.

## **8. Termination of Agreement**

**8.1 Termination by Either Party:** This Agreement may be terminated by either Party upon giving 30 days' written notice to the other Party.

**8.2 Effect of Termination:** Upon termination, Vendor must promptly remove all consigned products from the Market's physical and online spaces. Market will settle any outstanding sales proceeds within 15 business days after product removal.

## **9. Amendments and Modifications**

**9.1 Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.

## **10. Governing Law**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

## **Section 11: Rental Space Selection and Monthly Payment**

Vendor agrees to rent display space within Exit 14 Market's premises as specified below, with monthly rental fees based on the selected space type and size. The Vendor may upgrade or change to a different rental space at any time; however, a new Agreement will be required upon any such upgrade.

The selected rental space is for the exclusive use of displaying Vendor's products as specified in this Agreement. Rental fees are due monthly and must be paid by the due date on the invoice provided by the Market.

### **Rental Space Options and Pricing**

#### **Shelf Space:**

- Rate: \$2.00 per sq. ft. per month
- Example: 4 ft x 1 ft = 4 sq ft @ \$1.50 per sq ft = \$8.00/month

#### **Wall Space (Hanging Art or Clothing):**

- Small Wall Space (3 ft x 3 ft): \$15.00 per month
- Large Wall Space (6 ft x 6 ft): \$35.00 per month

#### **Floor Space:**

- Rate: \$3.00 per sq. ft. per month

**Table Space:**

- Small Table (3 ft x 2 ft): \$20.00 per month
- Large Table (6 ft x 3 ft): \$45.00 per month

**Refrigerated Space:**

- Shared Fridge Space: \$20.00 per month
- Dedicated Fridge Space (3 ft x 3 ft): \$35.00 per month

**Specialty Display:** (For Glass Case and Lockable Items)

- Small Space (2 ft x 2 ft): \$15.00 per month
- Large Space (4 ft x 4 ft): \$35.00 per month

A 20% commission will be collected from all sales as part of the Rental

Vendor hereby selects the following rental space(s) for their product display:

<b>Space Type</b>	<b>Size/Description</b>	<b>Monthly Rental Fee</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total	_____

**11.1 Monthly Rental Payment**

Vendor agrees to pay the total rental amount of \$\_\_\_\_\_ per month based on the selected space(s) above. Payments will be due on the first day of each month. Exit 14 Market reserves the right to adjust rental rates upon renewal or when Vendor requests a new Agreement due to space upgrades.

**11.2 Space Upgrades and Contract Renewal**

If the Vendor elects to upgrade to a larger rental space or additional space, a new Consignment Contract must be executed to reflect the new terms. All other conditions in this Agreement will remain unchanged unless otherwise amended in writing and agreed upon by both Parties.

## **Section 12: Website Sales and Shipping**

This optional section allows Vendor's products to be listed for sale on Exit 14 Market's website. By choosing to participate in online sales, Vendor agrees to the following terms:

### **12.1 Online Orders**

- All online orders for Vendor's products will be processed through the Exit 14 Market website.
- Exit 14 Market will handle packaging and shipping for all online orders, ensuring prompt delivery to customers.

### **12.2 Shipping and Handling Fees**

- Customers will pay a set shipping fee based on order weight, destination, and other standard criteria.
- In addition to the shipping fee, each online order will include a \$2.00 handling fee, which covers packaging materials and labor. This handling fee will be deducted from the total proceeds due to the Vendor for each order.

### **12.3 Proceeds and Disbursement**

- Exit 14 Market will collect all sales revenue from online orders, including shipping and handling fees.
- Net proceeds from each sale (minus the handling fee and any applicable Market commissions) will be distributed to the Vendor as part of the monthly payout, outlined in Section 4 of this Agreement.

### **12.4 Product Availability and Inventory Management**

- Vendor agrees to promptly update Exit 14 Market on product availability and any potential delays in stock, ensuring that online inventory remains accurate.
- Should a product become unavailable or out of stock, Vendor must notify Exit 14 Market within 24 hours to prevent backorders and customer dissatisfaction.

### **12.5 Customer Service and Returns**

- Exit 14 Market will handle initial customer service inquiries regarding online orders and product shipments.
- In cases of customer returns, Exit 14 Market will coordinate with the Vendor for restocking or resolution as needed. Any returns affecting the Vendor's proceeds will be detailed in the monthly transaction report.

## 12.6 Opt-In Agreement

- Vendor acknowledges that participation in online sales is optional. By signing below, Vendor consents to having products listed for online sale and agrees to the shipping and handling terms set forth in this section.

### Vendor's Choice:

- \_\_\_\_\_ **Yes** - I elect to list my products for sale on Exit 14 Market's website and agree to the shipping and handling terms.
- \_\_\_\_\_ **No** - I do not wish to list my products for sale online at this time.

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All other terms and conditions in this Agreement remain unchanged. The Vendor acknowledges that they understand and agree to the monthly rental obligations as outlined in this section.

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## Acknowledgment and Acceptance

By signing below, the Vendor agrees to all terms and conditions set forth in this Consignment Contract with Exit 14 Market, including the selected sections on Rental Space and Website Sales if applicable. The Vendor also agrees to provide the following information to ensure proper communication, payments, and record-keeping.

### Vendor Information:

- **Vendor's Full Name:** \_\_\_\_\_
- **Business Name (if applicable):** \_\_\_\_\_
- **Business Address:** \_\_\_\_\_
- **City, State, Zip Code:** \_\_\_\_\_
- **Email Address:** \_\_\_\_\_
- **Phone Number:** \_\_\_\_\_
- **Preferred Contact Method:** \_\_\_\_\_
- **Social Media Handles (if applicable):** \_\_\_\_\_
- **Vendor's Website (if applicable):** \_\_\_\_\_

**Agreement**

Vendor acknowledges that they have read and understand this Agreement, including all sections related to consignment, space rental, and online sales if selected, and agree to be bound by its terms.

**Exit 14 Market**

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor**

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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