

Consignment Agreement

By submitting a consignment sale registration form online you are acknowledging that you have read and agreed to the terms outlined in this Consignment Agreement (the "Agreement"), which states the terms and conditions that govern the contractual agreement between you (as the person who submitted the online registration form) (the "Maker") and Broward Quilt Expo, Inc., located at PO Box 460621, Fort Lauderdale, FL, 33346-0621, (954) 376-6048, hello@browardquiltexpo.com ("BQE") who agree to be bound by this Agreement.

WHEREAS, the Maker owns right and title to the items described on the form as submitted online, (the "Consigned Items"), and BQE desires to take possession of the Consigned Items with the intention of selling it to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Maker and BQE (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

HANDLING FEE. The Maker hereby agrees to pay a non-refundable fee of \$10 to BQE in return for submitting their Consigned Items for sale. This fee is waived if The Maker has paid a Quilt Entry fee for judging.

RIGHT TO SELL. The Maker hereby grants to BQE the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

MINIMUM PRICE. The minimum price at which BQE may sell the Consigned Items shall be determined by the Maker as submitted on the registration form (the "Minimum Price"). In the event BQE sells the Consigned Items for less than the Minimum Price, the Maker shall be entitled to the same payment the Maker would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the Minimum Amount.

CONSIGNMENT FEE. BQE shall be entitled to 15% of the full purchase price of the Consigned Items (the "Consignment Fee").

Within 21 of days from the sale of the Consigned Items, BQE shall deliver to the Maker the sale price of the Consigned Items less the Consignment Fee.

INSURANCE. Maker shall be liable for any loss or damage occurring to the Product if it is damaged before sale. Maker must maintain insurance in an amount equal to or greater than the replacement cost of the Product.

TIMEFRAME. In the event that all the Consigned Items are not sold by March 10, 2019 all unsold Consigned Items shall be returned to the Maker with all delivery costs borne by Maker. The Maker agrees that BQE may arrange to deliver Consigned Items via a guild representative or to a guild meeting at BQE's sole expense.

Maker REPRESENTATION. The Maker hereby represents and warrants that the Maker holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Broward County, Florida.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

The Maker has agreed by submitting a registration form online.

For BQE:

Allison Schnackenberg

Chairperson. December 27, 2018.