

**Simpich Showcase** *Marionette Theatre, Museum, Doll Shop, Fine Art Gallery*  
2413 West Colorado Avenue, Colorado Springs, CO 80904  
719.465.2492  
www.simpich.com  
simpichconsignment@gmail.com

## **SIMPICH SHOWCASE DOLL SHOP CONSIGNMENT SERVICE AGREEMENT**

### **STANDARD INCOMING LOAN AGREEMENT**

***PLEASE PRINT:***

From \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Cell: \_\_\_\_\_ Email \_\_\_\_\_

**Consignee must notify Simpich Showcase immediately if any contact information above changes.**

All dolls are to be placed into the Simpich Showcase Museum Shop and Online Store on a consignment basis. Simpich Showcase will assume responsibility for housing, photographing and listing pieces online and displaying them in our Museum shop. Simpich Showcase will handle transactions and shipping of pieces.

The percentages on the sale of any piece will be a 50/50 share between Consignee and Simpich Showcase. Any transaction fees incurred by an online sale (excluding shipping) will also be divided evenly between Consignee and Showcase and this amount will be deducted from Consignee's payment (this is usually a small fee that is charged by the Online Shop "Host" to process the order). A shipping fee for the purchased doll(s) from the Online Shop is an additional charge paid by the doll purchaser and does not affect the Consignee's share. Payment to Consignee from Simpich Showcase will be mailed within approximately 15 days after piece or pieces are sold.

**INSURANCE: LENDER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR INSURANCE COSTS AND COVERAGE FOR CONSIGNED PIECES WHILE THEY ARE HOUSED AT SIMPICH SHOWCASE. SIMPICH SHOWCASE CANNOT ASSUME RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THE LOANED PIECES WHILE ON CONSIGNMENT.**

Description and list of all Dolls loaned to Simpich Showcase (may include a separate copy).

**CONDITIONS GOVERNING INCOMING CONSIGNMENT OF DOLLS TO SIMPICH SHOWCASE OF COLORADO SPRINGS, CO:**

The Simpich Showcase Gallery (referred to now only as "Showcase.") will exercise the same care with respect to loans as it does in the safe keeping of property of its own.

Dolls shall remain in the possession of Showcase until request for return is made by Consignee, or as long as Showcase may decide to keep them. Dolls will be returned only to the Owner or Consignee at the address stated on the front of the form. Showcase must be notified in writing to accommodate a different return procedure. If the legal ownership of the Dolls shall change during the duration of this agreement, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner may, prior to Dolls' return, be required to establish his/her legal right to receive the property by proof satisfactory to Showcase.

Because Consignee has elected to maintain his/her own insurance as indicated on the reverse side, Showcase will not be held responsible for theft or damage. The Consignee agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insured, hereby releasing Showcase, Trustees, Officers, and Employees of Showcase from liability for any and all claims arising out of such loss or damage.

If the Consignee chooses to maintain his/her own insurance, Showcase must be supplied with a certificate of insurance naming Showcase as additional insured or waiving subrogation against Showcase. Otherwise, this agreement shall constitute a release of Showcase from any liability in connection with the loaned property. Showcase can accept no responsibility for any error or deficiency in information furnished to the Consignee's insurer or for any lapse in coverage. If the Consignee has elected to maintain his/her own insurance, it will be at the Consignee's expense unless otherwise agreed to by Showcase in writing. In no event will Showcase reimburse the Consignee for insurance premiums in excess of the amounts that would have been incurred had the property been insured by Showcase.

Showcase's right to return the consigned property shall accrue at the termination of the loan (in the case that a specified amount of time is agreed upon for pieces to be in the possession of Showcase). If Showcase, after making all reasonable efforts and through no fault of its own, shall be unable to return the property after ninety days, then Showcase will have absolute right to place items in storage. If after five years, the property shall not have been reclaimed, then and in such consideration for its storage, the property shall be deemed an unrestricted gift to Showcase.

Unless otherwise noted in writing by the Consignee on this form, Showcase shall have the right to photograph, telecast, and reproduce the loaned property for catalog, Online Store and/or publicity purposes.

**THE CONDITIONS OF THIS LOAN AS STATED ABOVE AND ON THE REVERSE SIDE ARE ACCEPTED.**

By \_\_\_\_\_ Date \_\_\_\_\_  
**Lender or Agent**

By \_\_\_\_\_ Date \_\_\_\_\_  
**Representative of Showcase**