

URBANUS designs, LLC DBA CONSIGN & DESIGN CONSIGNMENT AGREEMENT

This Consignment Agreement (the "Agreement") is entered into as of the _____ of _____, 20____, by and between _____ (the "Consignor") and URBANUS designs, LLC DBA Consign & Design (the "Consignee" and, together with the Consignor, collectively the "Parties"). **WHEREAS**, the Consignee is engaged in the sale of furniture and accessories; and **WHEREAS**, the Consignor has created, expended time and labor on, and owns certain products, described in greater detail in Section 1 below (collectively, the "Products"), and wishes to sell those Products; and **WHEREAS**, the Consignor desires that the Products to be sold on consignment by the Consignee, and the Consignee wishes to sell those Products on behalf of the Consignor; **NOW, THEREFORE**, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows: **INITIAL CONSIGNED PRODUCTS:** On _____ [DATE], the Consignor will deliver the following Products to the Consignee on a consignment basis:

Description of Product / Dims	Item No.	# of Units	Retail Price	Consigned Price
1.				
2.				
3.				
4.				
5.				
6.				
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11.				
12.				
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16.				
17.				
18.				
19.				
20.				

1. DELIVERY OF PRODUCTS. The Consignee accepts the Products from the Consignor on a consignment basis only. The Consignor shall be solely responsible for the cost of delivering the Products to the Consignee. All risk of loss or damage to the Products while those Products are in transit remains with the Consignor.

2. CONSIGNMENT PERIOD. The consignment shall begin on the date the Products are received by the Consignor and shall end exactly ninety (90) days from the start date of the contract. If both parties agree, contract may be extended for one more 30-day period.

3. EFFORTS TO SELL. The Consignee will display the Products in a prominent place in the Consignee's establishment, and will make every effort to sell the Products at or above the initial retail prices listed in Section 1 (the "Consigned Retail Prices"). After thirty (30) days the Consignee will offer the Products for sale at less than their respective Retail Prices; determination of sale price is at the sole discretion of the Consignee, products for sale will be further reduced every thirty (30) days thereafter at the discretion of the consignee. Consignee reserves the right to reduce item 10% at any time if advertised promotion or coupon is applied.

4. TITLE TO PRODUCTS. Title to and ownership in the Products will remain with the Consignor until such Products are sold in the regular course of business, used or purchased by the Consignee, or as may otherwise be provided in this Agreement.

5. PAYMENT; COMMISSIONS. On the sale of any of the Products, the Consignee will receive fifty percent (50%) of the Retail Price of the Product sold (the "Commission"). The Commission shall be the Consignee's sole compensation under this Agreement. The Consignee will pay to the Consignor the Retail Price less the fifty percent (50%) Commission on each Product Sale within thirty (30) days of recorded. "Product Sale" shall be deemed to have occurred if a Product is sold by Urbanus Designs, LLC, DBA Consign and Design.

6. RISK OF LOSS; DAMAGE. Urbanus Designs, LLC, DBA Consign and Design is **not** liable for any stolen or damaged items on consignment, nor is any warranty extended nor liability accepted on the items sold for the Consignor.

7. RETURN OF PRODUCTS Unless otherwise agreed upon, the Consignor may only remove consigned items from the Consignee during the 90 day consignment period by paying a fifteen percent (15%) fee of the current sale price. Once the consignment period (90 days) expires, the Consignor is responsible for removal of all consigned products within 14 days. All costs of removing the Products will be borne by the Consignor. If the Consignor does not remove the consigned Products within fourteen (40) days of the completion of the contract term, the Products shall be deemed abandoned by the Consignor and full title to such abandoned Products will pass to the Consignee with no further conditions. Products remaining in the Consignee's stock on hand shall be deemed sold to the Consignee pursuant to a Product Sale, and remittance of payment to the Consignor shall **not** be required pursuant to the terms of this Agreement.

8. NO PRODUCT WARRANTIES. The Consignee shall **not** offer any warranties on the sale of any Product, except to the extent a warranty is required by law and cannot be disclaimed.

9. CONSIGNOR'S REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION. The Consignor hereby warrants to the Consignee that it has good and marketable title to the Products, none of which are subject to any liens or other encumbrances, and further warrants to the Consignee that the Products consigned pursuant to this Agreement are not in violation of any trademark, copyright, or other proprietary right of any third party, state or federal law, or administrative regulation. The Consignor hereby agrees to indemnify and hold harmless the Consignee from all damages, suits, litigation, awards, and costs, including but not limited to attorneys' fees, that may arise out of the display or sale of the Products for any reason whatsoever, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark, or any other claim or litigation.

10. SEVERABILITY. If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

CONSIGNOR:

CONSIGNEE:

By: _____

By or on behalf of : _____

Name:

Name: Jeffrey Jensen, Owner

Address:

URBANUS designs, LLC DBA Consign & Design

Phone:

975 Garden of Gods Rd St D

Email:

Colorado Springs, CO 80907

719-368-6580

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.