**MORE TO LOVE Consignment Agreement**

This Consignment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between the following parties:

More To Love, a limited liability company, organized under the laws of the state of North Carolina, having its principal place of business at the following address:

606 New Leicester Hwy, Unit B, Asheville, NC, 28806

Contact Number-828-424-7270

and (Full Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(email)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(telephone)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (mailing address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter, "Consignee" will refer to and be used to describe the following party: More To Love. "Consignor" will refer to and be used to describe the following party:

**Choose one of the following:**

**☐Donate My Rejected/Fail To Sell Items:**

 **(we support several LOCAL Non Profits with our donations)**

**☐Return My Rejected/Failed To Sell Items To Me:**

**(2 weeks after your receive call or email notifying you that you have pick ups items will be donated)**

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**Article 1 - TITLE & CONSIGNMENT OF GOODS:**

Consignor owns the Product. Under the terms and conditions of this Agreement, Consignor grants the right to sell the Product to Consignee. Title of the Product will remain with the Consignor until the Product is purchased.

Consignor grants this right nonexclusively.

**Article 2 - AGREEMENT OF THE PARTIES:**

Consignor agrees to deliver the Product to Consignee for sale on consignment. Delivery can be made in any manner agreed to by the Parties. Consignee agrees to accept delivery of the Product and to devote its best efforts to the sale of the Product for Consignor. Consignee hereby acknowledges and agrees that it does not have any right, title, or interest in and to the Product and that the Product is not intended as a security of any kind.

**Article 3 - FEES & PAYMENT:**

The required payment ("Payment") for the Product shall be determined by consignee. The Payment price required for the sale of the Product will be as follows:

-at least 40% of sale price. Cash Payments may not be given for payments over $15.00. For payments over $15.00 checks or electronic payment are issued.

**Initial here to indicate that you agree to the following.**

\_\_\_\_ My item prices may be lowered by 10% each month that they do not sell without my express permission.

\_\_\_\_I understand that even if my items prices are not lowered in the system, they may still be discounted due to sales and coupons being used to purchase the item or that item may have sold for a different amount online. When this happens the consignee and consignor will split the discounted amount evenly.

\_\_\_\_I understand that if I do not pick up items within 14 days of being notified my items WILL be donated. As a courtesy we will call you once to let you know they need to be picked up and once to remind you before they are going to be donated.

**Payment preferences**

Please indicate below how you wish to be paid. We will always contact you when you have a balance of $50 or more to ask you how you want us to send payment. You may collect your balance at any time or call use to mail out your payment.

\_\_\_-Pick up cash in store (Not available for payments over $15.00)

\_\_\_- Online via Square. Please make sure the email listed is the one you wish to provide payments through.

 (consignor assumes responsibility for any and all fees associated with this method of payment.)

\_\_\_-Be paid by check or money order through the mail. If this is the option you choose be sure to write your mailing address below.

**Article 4 - LOSS & DAMAGE:**

Consignor shall be liable for any loss or damage occurring to the Product if it is damaged/lost before sale, regardless of whether it is in the control of Consignee. We will do our absolute best to ensure your items do not get stolen or damaged. Unfortunately, there is no way to prevent 100% of theft and damage and therefore we cannot accept liability for items that have been lost.

**Article 5 - EMPLOYMENT TAXES:**

The Parties hereby acknowledge and agree that Consignor has no responsibility or liability when it comes to Consignee's employment taxes and insurance, including payroll taxes, insurance premiums, wages, or other employment-related fees. Consignee is exclusively liable for such fees and payments.

\*\*\*\***Fees associated with selling online will be split between each party evenly.**

**Article 6 - INDEMNITY:**

Each Party hereby agrees to indemnify and hold harmless the other Party, their employees and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred that may arise or otherwise relate to this Agreement. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

**Article 7 - TERMINATION:**

This Agreement may be terminated by either party, upon notice in writing of at least 14 business days' notice, in the event that either Consignee defaults on any obligation or indicates to Consignor that Consignee will not perform or that Consignee feels the Product will not be sold. In case of termination of this Agreement, Consignee will return the Product to Consignor within the following time period: up to No more then 14 days.

If the Agreement is not terminated, it will continue until the entirety of the Product is sold, returned to consignor, or donated according to terms selected in the agreement.

**Article 8 - RELATIONSHIP OF THE PARTIES:**

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the consignment and sale of the Product.

**Article 9 - GENERAL PROVISIONS:**

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of North Carolina and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of North Carolina. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) DISPUTE RESOLUTION: If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then-existing Commercial

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Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

C) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

D) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

E) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

F) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

G) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

***EXECUTION:***

Name: More To Love

Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Representative Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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