

CC Mercantile Consignment Agreement

This Consignment Agreement, where one person (the “Consignor”) authorizes Cameron County Mercantile (the “Consignee”, to market, sell, and/or use a certain item owned by the Consignor.

This Consignment Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between the “Consignor” and Cameron County Mercantile, the “Consignee”, located at 37th East Fourth Street, Emporium, PA. 15834 who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto (the “Consigned Items”), and the Consignee 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 Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

RIGHT TO SELL. The Consignor hereby grants to the Consignee 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 the Consignee may sell the Consigned Items shall be listed as the “Minimum Price” within the Consigned Items inventory list. It is in the best interest of the Consignee to not sell the Consigned Items for less than the Minimum.

CONSIGNMENT FEE. The Consignee shall be entitled to 30% of the “Selling Price” of the Consigned Items (the “Consignment Fee”): the Minimum Price (plus) the Consignment fee (30%) equals the retail “Selling Price”. In the event of a discount or sale, whereby a percentage is offered to entice the sale of an item, the “Selling Price” will remain the same, and the discount will be subtracted from the Consignment Fee.

Within [30] days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment Fee.

INSURANCE. The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at 37th East Fourth Street, Emporium, PA. 15834 unless otherwise agreed upon by the Consignor in writing.

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 Pennsylvania and subject to the exclusive jurisdiction of the federal and state courts located in Cameron County, PA.

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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.

[CONSIGNOR]

[SIGNATURE] DATE

[CONSIGNOR]

[PRINT NAME]

[CONSIGNOR]

[ADDRESS] [PHONE NUMBER]

[CONSIGNEE/ CAMERON COUNTY MERCANTILE]

[SIGNATURE] DATE