



437 Main Street Bennington, VT 05201 | PHONE | info@thebeyondShop.com

Shop Consignment Agreement

Name:		Phone:	
Address:		Email:	

The Maker, _____, and the Shop, The Beyond Shop & Gift Shop, hereby enter into the following Agreement:

- Purposes.* The Maker appoints the Shop as agent for the Goods consigned under this Agreement, for the purposes of sale. The Shop shall not permit the Goods to be used for any other purposes without the written consent of the Maker.
- Consignment.* The Maker hereby consigns to the Shop, and the Shop accepts on consignment, those Goods listed on the attached Inventory Sheet(s) which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other Goods. All Inventory Sheets shall be signed by the Maker and Shop.
- Warranty.* The Maker hereby warrants that he/she created and possesses unencumbered title to the Goods, and that their descriptions are true and accurate.
- Duration of Consignment.* The Maker and the Shop agree that the initial term of consignment for the Goods is to be the length of time specified in Article 14.a and that the Maker does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Maker requests the return of any or all of the Goods or the Shop requests that the Maker take back any or all of the Goods with which request the other party shall comply promptly.
- Transportation Responsibilities.* Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of Goods from the Maker to the Shop, and in their return to the Maker, shall be the responsibility of the Maker. The Shop will deduct any return shipping costs from the final sales payment to the Maker. If no sales payments are pending, then the Maker has 30 days to reimburse the Shop for any shipping costs.
- Responsibility for Loss or Damage, Insurance Coverage.* The Shop shall be responsible for the safe keeping of all consigned Goods while they are in its care and custody. The Shop shall be strictly liable to the Maker for their loss or damage (except for damage resulting from flaws inherent in the Goods), to the

full amount the Maker would have received from the Shop if the Goods had been sold. The Shop shall provide the Maker with all relevant information about its insurance coverage for the Goods if the Maker requests this information.

7. *Fiduciary Responsibilities.* All proceeds from the sale of the Goods shall be held in trust for the Maker. The Shop shall pay all amounts due the Maker before any proceeds of sales can be made available to creditors of the Shop.
8. *Notice of Consignment.* The Shop shall give notice, by means of a clear and conspicuous sign in full public view, that certain Goods are being sold subject to a contract of consignment.
9. *Removal from Shop.* The Shop shall not tend out, remove from the premises, or sell on approval any of the Goods, without first obtaining written permission from the Maker.
10. *Pricing; Shop's Commission; Terms of Payment.* The Shop shall sell the Goods only at the Retail Price specified on the Inventory Sheet. The Shop will collect 6% sales tax on every item sold as laid out by Bennington, Vermont. The Shop and the Maker agree that the Shop's commission will be 30% of the retail price as specified on the Inventory Sheet. Any credit card and processing fees or Shop promotional sales and discounts will be taken from the Shop's commission. The billing cycle is from the 1st to the 30th or 31st of the month. All monthly sales will be reconciled the first week of the following month and payments will be either mailed or sent via Venmo by the 7th of the month. The Shop assumes full risk for the failure to pay on the part of any purchaser to whom it has sold an Artwork.
11. *Promotion.* The Shop shall use its best efforts to promote the sale of the Goods. The Shop agrees to provide adequate display of the Goods, and to undertake other promotional activities on the Maker's behalf, such as email blasts, postcard mailers, and social media postings. The Shop maintains artistic control over all promotional activities and assumes financial responsibility for expenses incurred in the Shop's promotional activities undertaken on the Maker's behalf. The Shop shall identify clearly all Goods with the Maker's name, and the Maker's name shall be included on the bill of sale of each of the Goods.
12. *Reproduction.* The Maker reserves all rights to the reproduction of the Goods except as noted in writing to the contrary. The Shop will photograph each Good for inventory and promotional use purposes. The Maker may request a digital copy of each photograph to be emailed to them. The Maker may then use any photograph taken by the Shop in his or her own marketing, promotion, or Maker portfolio. Neither the Maker nor the Shop can sell any Shop created photographs. In every instance of promotional use by the Shop, the Maker shall be acknowledged as the creator and copyright owner of the Goods.
13. *Accounting.* A statement of accounts for all sales of the Goods shall be furnished by the Shop to the Maker at the end of every billing cycle as described in Article

10. The Maker shall have the right to inventory his or her Goods in the Shop and to inspect any books and records pertaining to sales of the Goods.

14. *Additional Provisions.*

- a. This Agreement is for the season dated from _____ to _____.
- b. Goods may be dropped off at the Shop up to two weeks prior to the season opening date and must be delivered by _____.
- c. Goods must be picked up within two weeks after the season closing date; the first date for pick up is _____. (*Refer to Article 4 for any items to be displayed beyond the season closing date.*)

15. *Termination of Agreement.* Notwithstanding any other provision of the Agreement, this Agreement may be terminated at any time by either the Shop or the Maker, by means of written notification of termination from either party to the other. In the event of the Maker’s death, the estate of the Maker shall have the right to terminate the Agreement. Within thirty days of the notification of termination, all accounts shall be settled and all unsold Goods shall be returned by the Shop. (*Refer back to Article 5 for items that require shipping.*)

16. *Procedures for Modification.* Amendments to this Agreement must be signed by both Maker and Shop and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

17. *Miscellany.* This Agreement represents the entire agreement between the Maker and the Shop. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of the Shop, whether by operation of law or otherwise, without prior written consent of the Maker.

18. *Choice of Law.* This Agreement shall be governed by the law of the State of Vermont.

Maker Signature

Date

Shop Representative Signature

Date