

Consignment Agreement

This consignment agreement is made this ____ day of _____, 20____, by and between _____ [name], hereinafter "Consignor", and _____ [name], hereinafter "Consignee".

Intending to be legally bound, the parties agree as follows:

1. The property delivered to the Consignee, as identified in the attached schedule, shall remain the property of the Consignor.
2. The Consignee will display at its business location the items delivered.
3. The Consignee will return on demand any property of the Consignor prior to its sale, and the Consignee promises to return said property in good and marketable condition.
4. The Consignee will use its best business efforts to sell said items on behalf of the Consignor, at a minimum price as established by the Consignor.
5. The Consignee will remit the proceeds of the sale to the Consignor within _____ days of sale, said funds to be segregated from the accounts of the Consignee.
6. The Consignee agrees to accept as full payment a commission of ____ % of the gross sales price exclusive of any sales tax.
7. The Consignee will permit and allow the Consignor to inspect and audit the books and records of the Consignee with respect to the property of the Consignor.
8. The Consignee agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the articles.
9. The Consignee agrees to issue such financing statements for public filing as may reasonably be required by Consignor.

Consignee's Signature _____ Date _____

Consignor's Signature _____ Date _____

Signature of Notary State _____ Date _____

Notary Seal:

[This form must be recorded with your local filing office or it will not be effective against subsequent lenders.]