

Trinkets-n-Treasures Craft Market

709 10th Street
Greeley, CO 80631



Consignment Agreement

Vendor Information:

Name: _____ Phone Number: _____

Business Name: _____

Address: _____

Email Address: _____

Website: _____

Products to be sold: _____

Pricing Structure:

Space desired (common sizes):

Option 1) ____ 4ft X 5ft = \$50.00 (1st month)

Option 2) ____ 8ft X 5ft = \$100.00 (1st month)

NOTE: Based on the configuration of our sales floor, both dimensions will be run in a specific direction, whether you're down the middle, or along either wall. We can show and explain it to you, as requested.

(Based on 1st month promotional rate of \$2.50 per square foot.)

Please consider the size and dimensions of the tables and/or other displays you want to use, as well as any space you need associated with them.

Send completed form with check made payable to Bob Orr to reserve your booth.

Mail to: Bob Orr, 308 51st Avenue, Greeley, CO 80634

Agreement to Sale

In accordance with the Agreement, the Vendor grants Trinkets-n-Treasures an right to display and sell the mutually agreed upon item(s), pursuant to the terms of this Agreement.

The sale price of all items and terms of said sale shall be determined by the Vendor.

Proceeds and Terms of Sale

Trinkets-n-Treasures, shall be entitled to retain 10% of all proceeds from the sale of each item consigned.

Trinkets-n-Treasures, shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon 10%, to the Vendor within 10 business days of the following month, unless it's applied to the next month's booth space fee. In that case, all surpluses gained from this vendor's sales, less the 10% consignment fee, will be paid to the vendor by the 10th day of the next month.

Trinkets-n-Treasures agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon either verbally or in writing by the Vendor.

Trinkets-n-Treasures shall only accept clean, quality merchandise in good condition as described in the acceptable Item description on page three.

Vendors desiring to leave Trinkets-n-Treasures must provide a written notice to vacate at a minimum of 10 days before the end of the month. Vendors leaving Trinkets-n-Treasures must also have all of their merchandise and other property removed from the store by the start of the next month, or said merchandise and property will become property of Trinkets-n-Treasures, effective on the 1st of that next month.

Merchandise Records

It shall be the responsibility of Trinkets-n-Treasures to maintain all records of consignments and ensure accurate record keeping of each item sold, which will be included with the monthly checks that are distributed on the 10th of the following month.

Termination of Consignment Agreement

The Vendor may terminate this Agreement at any time and for any reason by providing written notice 10 days before the end of the month to Trinkets-n-Treasures. The expense of delivery to the Vendor of any unsold merchandise shall be the responsibility of the Vendor.

Liability for Loss, Damage or Theft of Consigned Merchandise

Trinkets-n-Treasures shall not be responsible for any shortages, loss, theft, damage, while the merchandise is under the control of Trinkets-n-Treasures. In no event will the consignee be liable for direct, indirect, special, incidental, or consequential damages. Trinkets-n-Treasures will maintain running security cameras at all times as a theft prevention and reduction measure.

Entirety

The herein contained Consignment Agreement constitutes the entire understanding of both Trinkets-n-Treasures and the Vendor pertaining to all matters contemplated hereunder at the time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

Trinkets-n-Treasures reserves the exclusive rights to determine what is and is not sold. Trinkets-n-Treasures also reserves the rights to adjust the Vendor's display if it presents a safety hazard or we deem inappropriate.

Warranties

Neither Trinkets-n-Treasures nor the Vendor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise to the shopping customer, unless the Vendor intends on upholding said guarantee(s) or warranty(s). Trinkets-n-Treasures will not provide any guarantee(s), warranty(s) or any other assurances to the shopping customer, related to any merchandise sold for the vendors, unless specific vendors provide written proof of said promotions they offer on their specific merchandise. All claims against those guarantees, warranties and other assurances will be passed along directly to those Vendors making such offers.

Assignment

This Agreement is not assignable and may not be modified other than by written modification agreed to and signed by both parties.

Vendors will not be permitted to sublet their spaces to another vendor without the expressed permission of Trinkets-n-Treasures. Should a vendor wish to share their space with a partner business, an adjusted written contract must be requested, and signed by all affected partner owners, vendor(s) making this request, and Trinkets-n-Treasures.

Governing Laws

This Agreement shall be construed and governed in accordance with the laws of the State of Colorado.

Waiver

Trinkets-n-Treasures and the Vendor agree that instances or patterns of waiver, forbearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this Agreement.

Booth Rental Costs

Trinkets-n-Treasures will be offering a promotional rate of \$2.50 per square foot for the 1st two months of the store opening, then slowly moving to an ongoing rate of \$3.75 per square foot for all months following. If store is to open on any day of the month outside of the 1st of that month, space rent fees paid beyond the partial month actually opened for business will be prorated and applied to the following month's bill.

Acceptable Items

We will accept new commercial items as well as handcrafted items, and antiques. In order to maintain a balanced show, the number of exhibitors participating in each category will be limited so that we can provide maximum appeal to the customers.

Booth Areas

Trinkets-n-Treasures will assign booths based on items being sold and quality of display. Electricity is available to a limited number of booths, free of charge, for an indefinite period of time. If it becomes necessary to charge for electricity use, a new contract will be designed and distributed.

Publicity

Trinkets-Treasures plan on utilizing Craigslist and Facebook posting extensively, while also employing various internet craft show websites, flyers, posters, and drive-by signs. Ads will also be running in Val-U-Ad coupon books for the Greeley area, with opportunities being given to individual Vendors to promote their specific businesses. Fundraising opportunities for local schools, churches and other community groups will be running periodically. You can also help by distributing the electronic flyer we will email to you each month.

Parking

Vendors will be required to park in spots that are not directly in front of the store. There are parking lots behind the store, to the west of Carl's Jr's lot, and just to the east of our store that can all be used by vendors. We want to leave all street parking in front of our store for our customers.

Please read the release shown below and understand that your signature on this application shows your agreement to all conditions and rules listed on all pages, as well as the release on this page.

As a vendor at Trinket-n-Treasures, I fully understand and agree to the following:

I recognize and acknowledge that I assume full risk of any injuries, property damage or loss which I may sustain as a result of my participating in any and all activities connected with or associated with my participation. Further, I understand I store my products overnight and during the operating hours at my own risk.

I agree to waive and relinquish all claims I may have against Trinkets-n-Treasures, and any agents thereof, as a result of my participation and that I share my products and services at my own risk.

Consignor expressly agrees to indemnify and hold harmless Trinkets-n-Treasures or any of its partners or insurance carriers from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to the Agreement or arising out of, connected with, or in any way associated with the activities of the vendor sales.

I agree that all demonstration and exhibits may be photographed for publicity purposes.

I agree to abide by all rules set forth in this application.

Vendor Name: _____

Trinkets-n-Treasures Craft
Market

By: _____
Name:
Title:

By: _____
Name:
Title: