

Consignment Contract

Owatonna Rotary Early Edition Club, (Consignee) accepts on consignment for sale from _____ (Consignor), the items listed on the Item Inventory form(s) attached to this contract. Consignor warrants to Consignee and any subsequent purchaser that Consignor has full title to all the items consigned. Consignor also warrants that all information regarding the items consigned is true and correct to the best of his or her knowledge.

Consignor will take as commission 30% of the sales price of each item sold on behalf of the consignor. In addition to the commission a \$_____ fee per item for researching and listing will be charged. The research and listing fee is non refundable.

Payment of the sales proceeds less commissions and costs, if any, will be made within 14 days after receipt of notification from the buyer that he or she has received the item and is satisfied that it is as represented. If buyer is not satisfied that the item is as represented by Consignor and returns it, all moneys paid by the buyer will be refunded to him or her. If this occurs, unless a new contract is signed between Consignor and Consignee, the item will be returned to Consignee at Consignee's expense.

Consignor remains as owner of the item until buyer has received and accepted same. Consignor agrees that Consignee is hereby appointed and is acting solely as agent for the Consignor in selling the item(s).

If Consignor decides to withdraw the item(s) from sale before the item(s) is sold, Consignor must notify Consignee in writing or by e-mail. Consignee will return the item(s) to Consignor upon receipt of the costs of postage or freight, as specified by Consignee. Consignor must also reimburse Consignee for any expenses incurred by Consignee in preparing or listing the item(s) for sale which exceed the non-refundable listing and research fee. Consignor acknowledges that the amount of the listing and research fee originally paid was based upon Consignee's anticipation of receiving a commission upon the sale of the item(s), and may not be adequate to reimburse Consignee for time and expenses if Consignor changes his or her mind before the sale.

During the time that Consignee is in possession of the item(s), Consignee will be responsible for any loss or damage to the item(s). Should the item(s) be lost or damaged in transit to Consignee, responsibility for such loss or damage shall be borne by the Consignor. Should the items be lost or damaged in transit to the buyers, responsibility for such loss or damage shall be borne by the Consignee.

Prior to listing any of the items for sale, Consignee and Consignor shall establish a reserve price, if any, for each item. If the reserve price is not met, Consignee shall return the item at Consignee's expense to Consignor.

This contract shall be for a term of ____ months; beginning on the date the item(s) consigned are received by Consignee. Consignee shall acknowledge receipt of the items, by e-mail or regular mail, indicating whether any item has been damaged in transit.

This agreement constitutes the entire understanding of the parties signing it. It cannot be changed without written permission of both parties.

Should any disputes arise concerning any matter referred to in this contract; both parties will refer the dispute to arbitration.

This contract is governed by and shall be interpreted under the laws of the state of Minnesota.

I have read the terms above and agree to them this ____ day of _____, 200_.

Consignor (Member of Rotary Club)
(Address of Consignor to which notice and payments to be sent.)
(E-mail of Consignor)

Consignee