



CONSIGNMENT AGREEMENT

Agreement made this first ____ day of _____, 20__ by and between **Nature's Backyard Pets**, 5600 Albia Road, Bethesda, Maryland 20816 (hereinafter "**NBP**") and (name) _____, (address) _____ (hereinafter "**Seller**").

RECITALS

WHEREAS:

A. **Seller** is the rightful and legal owner of certain articles or works of art or handicrafts (hereinafter "consigned articles") which **Seller** wishes to sell through **NBP**.

B. **NBP** operates a business selling articles and works of art and handicrafts with a "wildlife life" theme through its web site and Internet sales.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein set forth, the parties agree as follows:

I. Delivery of Goods

Seller shall deliver to **NBP** the articles to be sold by consignment through **NBP**. **Seller** shall be responsible for all costs of and liability for safe delivery of the consigned articles to **NBP**.

In the event of non-delivery or delivery of damaged goods, **Seller** shall be responsible for and shall take all action necessary for return shipment of the articles. **NBP** will not accept consignment of nor responsibility for damaged or missing articles.

II. Article Review & Acceptance

NBP shall have sole authority and discretion to accept **Seller's** articles for consignment. **NBP** shall only accept **Seller's** articles if said articles are received in good condition. After physical inspection and examination of the consigned article, **NBP** reserves the right to accept or reject any article, either in whole or part, as it deems appropriate. In the event that **NBP** rejects an article for consignment, **Seller** shall be responsible for and shall take all action necessary for return shipment of the article.



III. Advertising & Marketing

Seller's articles shall be held on consignment and in the possession of **NBP** after the article's delivery to and acceptance by **NBP**. **NBP** will prepare or produce a photograph or other image for the purposes of listing and advertising the article in an online catalog or other medium as deemed appropriate by **NBP**. **Seller** consents to photographic and other reproduction of the likeness of the consigned articles for advertising and marketing purposes. **NBP** reserves the right to retain these photographs and images for future advertising and marketing following the article's sale or return to Seller.

IV. Terms

This Agreement shall become effective upon acceptance by **NBP** of the article for consignment and shall remain in effect until cancelled by either party. Each party may cancel this Agreement upon **30 days** written notice to the other. Written notice of cancellation shall include notice provided by electronic mail (e-mail). In the event that **NBP** sells **Seller's** article at any time prior to the termination of this Agreement, **NBP** shall be authorized to complete the sale transaction and retain the commission provided under the terms of this Agreement.

V. Commissions

Upon the sale of the consigned article, **NBP** shall be entitled to and shall receive **Twenty-five percent (25%)** of the gross sale price of each article and **Seller** shall receive **Seventy-five (75%)** of the gross sale price. **NBP** shall first receive the Buyer's full purchase payment and shall, within thirty (30) days of receipt of said payment, forward to **Seller**, **Seller's** share of the sale proceeds.

VI. Sales & Sales Price

The terms of all sales under this Agreement shall be payment in full prior to release and delivery of the article to the Buyer. The sales price of each consigned article shall be determined by **Seller** at the commencement of this Agreement. **Seller** shall provide **NBP** with an acceptable price range (High / Low price range) for each article and an "authorized adjusted price". That is, **NBP** is authorized to sell the article for any price within the established price range, but no less than the "authorized adjusted price", which is the lowest price Seller will accept for their article,



however, **NBP** is authorized at its discretion to make periodic adjustments to the advertised price in an effort to generate a sale that is within the stated and agreed upon price range. Upon the sale of the article, receipt of the agreed upon consideration, and delivery to the Buyer, **NBP's** obligations terminate under this Agreement. **Seller** agrees that **NBP** shall be permitted to provide Buyer with **Seller's** contact information should Buyer require further contact with **Seller**. **Seller** agrees to the following "acceptable price range" (High) and an "authorized adjusted price" (Low) as follows: (High) \$_____ (Low) \$_____.

VII. Expenses of Sale

A. Seller shall be responsible for and remit to **NBP** the **prepayment** for all costs of shipment of the consigned articles in the following instances:

1. Initial shipment of article to **NBP** for examination and holding.
2. Return shipment of article if rejected by **NBP** for consignment or if article is delivered to **NBP** in damaged condition, or if item does not sell and must be returned to Seller.
3. Return shipment to **Seller** upon cancellation or termination of this Agreement.

B. NBP shall be responsible for all costs and expenses involved in advertising, marketing, catalogs, brochures, promotional materials, photographs or reproduction costs incurred for the purpose of selling the consigned article.

C. NBP may obtain insurance coverage for each consigned article while the article in **NBP's** possession. In any event, **NBP's** liability is limited to the **Seller's** authorized adjusted price (low price) as reflected in this Agreement less **NBP's** commission.

D. Buyer shall be responsible for all sales taxes associated with the sale of the consigned articles. **NBP** shall withhold appropriate sales tax from the sales receipts and shall remit the sales tax to the appropriate authorities.

VIII. Risks & Insurance

While the consigned articles are in **NBP's** possession, all risks of fire, theft or damage to the consigned article shall be assumed by **NBP** and **NBP** shall keep the consigned articles insured as provided in Paragraph 7C of this Agreement.



IX. Title to Goods

NBP shall have complete authority to sell, transfer and convey within the parameters of authority of authorized price range without further input or authorization from **Seller**. Upon the sale of the article and the payment of the agreed upon consideration, **Seller** shall provide clear title of the article to the Buyer and shall relinquish all right to the article.

X. Agency

At all times **NBP** shall act as agent for **Seller** to advertise and sell **Seller's** consigned articles. **NBP** shall convey only those representations or warranties concerning the consigned articles which **Seller** has provided to **NBP**. **NBP** does not make any independent representations or warranties regarding **Seller's** articles. **NBP's** agency and responsibility with respect to the consigned article sale transaction shall terminate upon the consummation of the sale of the article.

XI. Abandonment

Upon the expiration, withdrawal or cancellation of this Agreement, articles will be returned to **Seller** upon **NBP's** receipt of Seller's prepayment of appropriate shipping and packaging return expenses. If the shipping expenses are not received within **ninety (90) days** of the expiration, notification of withdrawal or cancellation of this Agreement, **Seller's** articles shall be considered abandoned by **Seller**. At that time and without further notification, the parties agree that the articles shall be considered the sole and exclusive property of **NBP**, subject to disposal at **NBP's** discretion, including sale, from which proceeds **Seller** shall not be entitled to any portion.

It is not **NBP's** intention to profit by **Seller's** abandonment of consignment articles or failure to remit appropriate funds to guarantee return to **Seller** upon expiration, withdrawal, or cancellation of the consignment agreement, however, these contingencies must be addressed. Therefore, it is incumbent upon the **Seller** to ensure return postage and packaging costs are provided to **NBP** when the article is placed on consignment so that said articles can be promptly returned to **Seller** upon expiration, withdrawal, or cancellation of this consignment agreement.



XII. Restrictive Covenant

During the term of this Agreement **Seller** shall not sell, nor attempt to sell, any articles consigned to **NBP** for sale. In the event that **Seller** consummates a sale of a consigned article after its consignment to **NBP**, **NBP** shall be entitled to and shall receive the full commission due on the sale of that article under this Agreement.

XIII. Warranties and Assurances

Seller does affirm, warrant and guarantee that the articles placed on consignment with **NBP** represent original articles or works of art or handicraft that **Seller** has created, now owns and has a legal right to sell, dispose of and convey title and ownership. In any dispute concerning the consigned article, including but not limited to, legal ownership, authenticity or origin of the articles placed with **NBP**, **Seller** shall be responsible for all damages, costs and expenses arising from that dispute and shall indemnify and hold **NBP** harmless from all liability with respect to the consigned articles. The parties acknowledge and agree that **NBP** has not undertaken any investigation to ascertain the validity of **Seller's** claims regarding the consigned articles and is acting solely upon the information provided by **Seller** as the **Seller's** agent to advertise and sell **Seller's** articles on consignment.

XIV. Controlling Law

This Agreement shall be subject to and construed according to the laws of the State of Maryland. In any action regarding the interpretation or enforcement of this Agreement the Courts of Montgomery County, Maryland shall have exclusive jurisdiction.

XV. Entire Agreement

This Agreement is the sole contract between **Seller** and **NBP**. All warranties, commitments or obligations owed by either party to the other are fully provided for in this Agreement. Any changes to this Agreement must be in writing, dated and signed by both parties.

Seller shall have this consignment agreement notarized and then forwarded to **NBP**. Upon receipt, **NBP** will also sign and have the consignment agreement notarized and will return a fully executed copy for the **Seller's** records.



IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20_____(effective date of this Agreement as executed by **Seller**).

Witness

(_____, **Seller**)

Witness

(Terry Adcock, Nature's Backyard Pets)

Seller's Notarized Section:

STATE: _____

COUNTY: _____

I HEREBY CERTIFY THAT, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, _____, known to me to be the person whose name is subscribed to the within instrument, who acknowledged that he has executed the same for the purposes therein contained.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____



NBP's Notarized Section:

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY THAT, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, _____, known to me to be the person whose name is subscribed to the within instrument, who acknowledged that he has executed the same for the purposes therein contained.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:_____