**Consignment Agreement**

WHEREFORE, Your Watch Company Name, **Consignor** of certain property more particularly described hereinafter and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Consignee** for and in exchange of good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement (“Agreement”) do agree to the following:

1.  **Ownership.** Consignor, Your Watch Company Name, hereafter referred to as Your Watch Company Name, warrants, covenants and agrees that the property being sold is owned by Consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned items.  The parties agree that title to the consignment shall remain in Consignor (Your Watch Company Name) until such consignment is sold in severable parts or in whole by Consignee.

2.  **Description of Consignment.** Your Watch Company Name agrees to deliver and Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this Agreement, the following described items:

* Your Watch Company Name Limited Edition Watches in quantities listed on schedule A of this agreement

Your Watch Company Name states and agrees that the description of the consigned items are true and correct to the best of their knowledge and belief and further, that no undisclosed defects in such consignment are known to Consignor.

3.  **Non-Exclusivity of Agreement.** Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall not have the exclusive right to market and sell the items described hereinabove.

Consignor, Your Watch Company Name shall have the right to sell the items described hereinabove for his own account and may not have additional items to consign at any point in the future.

If Consignee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ does sell the consignment items listed and delivered to them for consignment in this Agreement, Your Watch Company Name shall be entitled to payment for the sale of such consignment on the terms and conditions of this Agreement. Once sold and funds have been received by Your Watch Company Name, the consignee may request additional inventory, if available, which shall be shipped to the consignee fully insured. All additional shipments will be covered as part of this agreement.

4.  **Price.** The offering price(s) (is/are) to be determined by Your Watch Company Name.  Your Watch Company Name agrees to allow the consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to accept an amount less than the suggested retail price, if the consignee remits the required 70% of the suggested retail price to Your Watch Company Name as outlined on Exhibit A.

If the consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_sells the item for an amount greater than the suggested retail price, the consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is permitted to do so, only upon notice to Your Watch Company Name.

5.  **Time of Payment(s) to Consignor.** Your Watch Company Name agrees that Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall remit, in United States currency or a check drawn on a United States bank, the amount due to Your Watch Company Name under this Agreement no later than the 10th day of the month following the date of sale of the consigned merchandise. It is agreed that full payment shall be construed to mean and include ten (10) days for the clearing of any monetary instrument by Consignee’s bank.

Upon sale of consigned items, the consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may request additional items to be consigned in an amount not to exceed the amount originally consigned to the consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All items then consigned will be subject to the terms and conditions of this agreement. (Payment, Insurance and other terms outlined.). The consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may also arrange to sell items and remit the proceeds to Your Watch Company Name and have the merchandise drop shipped from the US headquarters, if desired. Thus reducing inventory needs. In this case Your Watch Company Name will bill all actual shipping and insurance costs from the retained earnings of the consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

6.  **Amount(s) of Payment(s) to Consignor.** Your Watch Company Name and Consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree that an amount of 70% of the selling price as set and agreed to by Your Watch Company Name shall be due and payable to Your Watch Company Name upon the sale of the items subject to this Agreement.  Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall provide a monthly written statement listing all sales made of the items subject to this Agreement including the dates of such sales, the total amount(s) received and the commission due to Consignee. See Exhibit “A” which sets out further agreements as to commission structure/rate/etc.)  The parties agree that Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_ may withhold and retain the commission due Consignee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the amount to be remitted to Consignor (Your Watch Company Name) under Article 5 of this Agreement upon the sale of the consigned items.

7.  **Termination of this Consignment Agreement.** Consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_ may terminate this Agreement at any time by returning to Consignor (Your Watch Company Name) any or all of the unsold items which is/are the subject of this Agreement.  The returned merchandise must be in new condition and must be deemed in an acceptable condition for resale. Your Watch Company Name may terminate this Agreement at any time so long as such termination is made before the sale of items which are subject to this Agreement.  The expense of the insured delivery of any unsold items shall be paid by the party terminating this Agreement. Prior notice of termination shall not be required of a terminating party.  Notice shall be in writing, by fax, by registered mail, etc. 5 days before deemed effective)

Upon termination by Consignee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, all monies due and payable to Your Watch Company Name must be paid in full. Any items sent for sale and not returned shall obligate the consignee in an amount equal to the list price in US dollars as outlined in schedule A.

8.  **Operation of Consignee’s Business.** Consignee, \_\_\_\_\_\_\_\_\_\_\_\_ shall have the exclusive right to determine the business operation and management of its premises.  Consignor, Your Watch Company Name, shall have no liability or responsibility for the operation and management of Consignee’s business, employees or agents.

Consignee, \_\_\_\_\_\_\_\_\_\_\_\_ further agrees to have in place sufficient insurance to cover the consigned items in full in case of damage or theft of the consignment. Such evidence will be provided to the consignor, Your Watch Company Name, upon request.

9.  **Advertising.** Consignee may use Your Watch Company Name name or other identifying information in the advertising, promotion and sale of the consigned items. Consignor may provide web advertising, logos, and the like, if requested by the consignee, as long as the advertisement does not conflict with the parent company’s advertisement in the area. No changes to the supplied advertisements will be permitted without the written approval from Your Watch Company Name.

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

11.  **Construction.** This Agreement shall be construed and governed according to the laws of the Your State, United States of America.

12.  **Waiver.** Waiver, forbearance, course of dealingor trade usage shall not affect the right of a party to demand performance of any term or condition of this Agreement.

AGREED AND EXECUTED, this the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . The agreement may be executed by parties on different dates, if so, the effective date is the date the agreement is executed by the last signatory.

Consignor: Your Watch Company Name

Attn:

Address:

(Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( Date)

Consignee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

**Schedule A**

The Consignor (Your Watch Company Name shall provide to the consignee the following Your Watch Company Name limit edition collection time pieces in the quality noted below. Additionally the consignor (Your Watch Company Name has specified the amount to be charged gross in US Dollars ( $) as well as net in US dollars ( $) to be paid to Your Watch Company Name within the agreed upon time periods outlined within this agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Quantity** | **Model** | **Sale Price** | **To Consignor** | **To Consignee** |
| 1 |  |  |  |  |
| 1 |  |  |  |  |
| 1 |  |  |  |  |
| 1 |  |  |  |  |