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## **CONSIGNMENT AGREEMENT**

Agreement made this day of \_\_\_\_\_, (year), by and between (Consignor) and (Customer).

1. Customer acknowledges receipt of goods as described on annexed schedule. Said goods shall remain property of Consignor until sold. Consignor may from time to time ship additional consigned goods as ordered.
  2. The Customer at its own cost and expense agrees to keep and display the goods only in its place of business, and agrees, on demand made before any sale, to return the same in good order and condition. Customer may at its own election return goods to Consignor.
  3. The Customer agrees to use its best efforts to sell the goods for the Consignor's account on cash terms, and at such prices as shall from time to time be set by Consignor, and at no lesser price.
  4. The Customer agrees, upon sale, to maintain proceeds due Consignor in trust, and separate and apart from its own funds and deliver such proceeds, less commission, to Consignor together with an accounting within days of said sale.
  5. The Customer agrees to accept as full payment a commission equal to % of the gross sales price (exclusive of any sales tax), which the Customer shall collect and remit.
  6. The Customer agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods, and reconcile an accounting of sums due.
  7. Customer acknowledges that title to the goods shall remain with Consignor until goods are sold in the ordinary course of business.
  8. Risk of loss of the goods shall be the responsibility of Customer while said goods are within its possession.
  9. This agreement may be terminated by either party at will. Upon termination all unsold goods shall be returned together with payment of any monies due.
  10. This agreement is not assignable and shall not be modified except by written modification.
  11. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
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Consignor Customer (Consignee)

Sample Preview