

Back in the Game Sports Consignment Contract



Agreement made this _____ day of _____, _____ (year), by and between _____ (Consignor) and Back in the Game Sports Consignment.(Consignee)

1. Consignee acknowledges receipt of goods as of today's date noted above. Said goods shall remain property of Consignor until sold. Consignor may from time to time drop of additional consigned goods by appointment. _____(initials)
2. The Consignee, at its own cost and expense, agrees to keep and display the goods in its place of business and online, and agrees to return the item(s) in good condition if not sold. Consignee may, at its own discretion, return goods to Consignor at any time. _____(initials)
3. The Consignee agrees to use its best efforts to sell the goods for the Consignor's account, and at such prices agreed upon by both parties. Items shall, from time to time, be offered for reduced price or sale to increase interest and sales. _____(initials)
4. Back in the Game Sports agrees, upon sale, to maintain proceeds, less commission, due Consignor in trust. Consignor agrees, within 90 days of said sale, to come into the store to collect those proceeds. If there is not return contact after multiple documented calls/emails, Consignor agrees that their account balance will be available as store credit only. _____(initials)
5. The Customer agrees to accept as full payment a commission equal to 40% of the gross

sales price (exclusive of any sales tax), which the Consignee shall collect and remit.

_____ (initials)

6. Back in the Game Sports agrees to permit the Consignor to enter the premises during normal store hours to examine and inspect the goods, and reconcile their account of sums due.

_____ (initials)

7. Consignee acknowledges that title to the goods shall remain with Consignor until goods are sold in the ordinary course of business. If after 30 days the items remain unsold, the price may be decreased to improve saleability. After 90 days the item will be A) returned to the Consignor OR B) donated to an appropriate Sports specific charity chosen by Back in the Game Sports.

(choice) _____ / _____ (initials)

8. Risk of loss of the goods shall be the responsibility of Back in the Game Sports while said goods are within its possession. _____ (initials)

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. _____ (initials)

10. This agreement is not assignable and shall not be modified except by written modification. _____ (initials)

11. This agreement shall be binding, and non transferrable, of the parties, their successors, assigns and personal representatives. _____ (initials)

Consignor

Back in the Game Sports Consignment