**Consignment Agreement Template**

PandaTip: This Consignment Agreement Template is for a situation where one person (the “Consignor”) would like to authorize another (the “Consignee”) to store, sell, and/or use a certain item owned by the Consignor. Consignment can be agreed upon over any number of items from clothes to cars.

This Consignment Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between [CONSIGNOR], located at [ADDRESS] (the “Consignor”) and [CONSIGNEE], located at [ADDRESS] (the “Consignee”) who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto (the “Consigned Items”), and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party.

PandaTip: You want to give an adequate description of each item so that the specific item can be readily distinguished from other similar items.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

MINIMUM PRICE. The minimum price at which the Consignee may sell the Consigned Items shall be [AMOUNT] (the “Minimum Price”). In the event the Consignee sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the Minimum Amount.

PandaTip: You should set a minimum price in the Consignment Agreement at which the Consigned Items may be sold. This gives the Consignee a baseline with which to work. This also allows the Consignee to sell the Consigned Items for less than that stated minimum with the condition that the Consignor will still receive the minimum amount it expects in payment in setting that minimum price.

CONSIGNMENT FEE. The Consignee shall be entitled to [PERCENTAGE] of the full purchase price of the Consigned Items (the “Consignment Fee”).

Within [NUMBER] of days from the sale of the Consigned Items, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment Fee.

INSURANCE. The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

PandaTip: It is standard practice that the Consignor have the peace of mind that if the items that it is agreeing to grant to the Consignee are damaged or lost, the Consignor will be protected.

LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at [ADDRESS] unless otherwise agreed upon by the Consignor in writing.

PandaTip: This is more peace of mind for the Consignor, who can be assured its items won’t be moved around from location to location.

TIMEFRAME. In the event that all the Consigned Items are not sold by [DATE] all unsold Consigned Items shall be returned to the Consignor with all delivery costs borne by the Consignee.

CONSIGNOR REPRESENTATION. The Consignor hereby represents and warrants that the Consignor holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

EXPENSES. The Consignee shall bear all expenses for shipping the Consigned Items.

PandaTip: It is generally standard that the Consignee bears the costs, but this is easily switched by simply substituting in “Consignor.”

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [STATE] and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], [STATE]

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[CONSIGNOR]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
[NAME] DATE

[CONSIGNEE]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
[NAME] DATE