

Consignment Contract

Agreement made, effective as of _____ [date], by and between Time For Baby, of 2123 Central Ave, City of Kearney, County of Buffalo, State of Nebraska, and _____ (name) of _____ (street address), _____ (city), _____ (county), _____ (state), _____ (zip), _____ (phone), _____ (email address) subsequently referred to as consignee.

RECITALS

The parties recite and declare:

Time For Baby conducts a consignment business which sells children's items at in the Bargain Basement of the Time For Baby Store located at 2123 Central Ave, Kearney, NE.

Consignee desires to arrange for the sale and distribution of her merchandise at this sale.

Time For Baby has agreed to undertake the marketing of consignee's merchandise on the terms set forth in this agreement.

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

SECTION ONE: MERCHANDISE

Consignee agrees to the quality requirements set forth on the Time For Baby website including, but not limited to the following:

Clothing and Shoes will have no defects

Items are less than 10 years old.

No consigned items are on a recall list.

Consignee takes responsibility for checking for recalls on her items.

Time For Baby shall not be responsible for any loss of or damage to merchandise while it is under their control.

Time For Baby shall in no event be responsible for negligence of consignee.

The items are in season.

SECTION TWO: SALE OF MERCHANDISE

Time For Baby shall devote their best efforts to the sale and distribution of consignee's merchandise.

Time For Baby shall not be responsible for unsold items due to missing or stolen tags.

All sale prices shall be fixed by Consigner.

Time For Baby will be responsible and will set the price of the Consignee's merchandise and state the price on the item tags.

When the merchandise has been on the racks for 30 days Time For Baby will discount the sales price by 30%.

When the seasons change Time For Baby will either replace clothing back into the original container left by consignee and call the consignee to pick-up the balance of their items or the consignee can elect that Time For Baby donate the items to charity.

SECTION THREE: COMPENSATION

On the 5th of each month Time For Baby shall remit to consignee net sales of 60% for items that were sold in the previous month.

SECTION FOUR: MANAGEMENT OF BUSINESS

Time For Baby shall have entire charge of the management and operation of their business; they shall furnish all equipment and vehicles, and hire and pay the wages of all assistants and employees required for the operation of their business.

Consignee reserves no supervision or control over Time For Baby in the facilities, employees, and methods to be used and employed by Time For Baby in carrying out the purposes of this agreement.

SECTION FIVE: TITLE TO MERCHANDISE

Consigned merchandise shall remain the property of consignee until sold in the regular course of business.

SECTION SIX: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

SECTION SEVEN: ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION EIGHT: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION NINE: ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

In witness of the above, each party to this agreement has caused it to be executed at Kearney, NE on the date indicated below.

_____ [Signature] _____ [Date]
Time For Baby

_____ [Signature] _____ [Date]
Consignee

Consignment Number # _____

of items accepted _____ Date _____

of items accepted _____ Date _____

of items accepted _____ Date _____

of items accepted _____ Date _____