



Embellish Boutique

2615 Busbee Parkway #3, Kennesaw, Georgia 30144 (770)794-8150

Consignment Contract

Thank you for choosing Embellish Boutique to help sell your designs/merchandise. We look forward to an ongoing, mutually successful business relationship with you.

On this day _____, Embellish Boutique and _____ (consignee) do hereby enter into the following agreement:

1. Agency; Purposes

The consignee appoints Embellish Boutique as agent for the designs/merchandise consigned under this agreement, for the purposes of sale. Embellish Boutique shall not permit the designs/merchandise to be used for any other purposes without the written consent of the consignee. Embellish Boutique reserves the right to reject any and all designs/merchandise even if the consignee has previously consigned with us.

2. Consignment

Consignee hereby consigns to Embellish Boutique, and Embellish Boutique accepts on consignment, those works listed on the attached inventory sheet, which is a part of this agreement. Additional Inventory Sheets may be incorporated into this agreement if both parties agree. Consignee shall sign off on all inventory sheets.

Upon approval by Embellish Boutique, any new designs/merchandise consignee wishes to sell, that are not currently listed on the inventory sheet/s, must be issued a new contract and date.

3. Duration of the Consignment

The Consignee and Embellish Boutique agree that the initial term of consignment for the designs/merchandise is to be 90 days from the date contract was signed _____ (insert date) and that the consignee will not ask for return of their designs/merchandise prior to this date unless the agreement is breached by Embellish Boutique.

After the initial 90 day minimum contract, the consignee has the right to demand all/some of their designs/merchandise back if requested. After 90 days, if consignee has not picked up any

remaining designs/merchandise, on the 95th day, Embellish Boutique has the right to put designs/merchandise on sale for up to 25% off to help promote/sell merchandise.

After 120 days, if the designs/merchandise have not sold, consignee must make arrangements for designs/merchandise to pick up/shipped back.

4. Transportation Responsibilities

Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of designs/merchandise from the consignee to Embellish Boutique, shall be the responsibility of the consignee. Packing, shipping, insurance, and other handling expenses from Embellish Boutique to the consignee is the sole responsibility of the consignee.

5. Responsibility for Loss, Damage, Insurance Coverage

Embellish Boutique will be responsible for the safe keeping of all consigned designs/merchandise while they are in its custody. Embellish Boutique represents that they will maintain insurance for theft and damage, and that the consigned merchandise will be covered by said insurance while it is in our Embellish Boutique's possession.

6. Taxes

Embellish Boutique agrees to collect and pay Georgia sales taxes.

7. Pricing; Commission; Terms of Payment

Embellish Boutique shall sell designs/merchandise only at the retail price specified on the inventory sheet/s of this agreement. Retail price for designs/merchandise must be agreed upon by both the consignee and Embellish Boutique. Embellish Boutique and the consignee agree that Embellish Boutique's commission is to be 50% for all, regardless of the retail price of the designs/merchandise. Payment to consignee for all sold designs/merchandise will be paid out in the form a check for 50% of the agreed upon retail selling price. Embellish Boutique's return policy for all "Designer" Merchandise is 7 days. Due to the 7 day return policy, payment to consignee for all sold designs/.merchandise will not be issued until after the 7 day return period. The consignee is responsible for providing up to date correspondence information. An updated inventory sheet will accompany all payments received by Embellish Boutique.

If we lose contact with you after 120 days or more, your inventory will become the property of Embellish Boutique.

8. Promotion

Embellish Boutique shall use its best efforts to promote the sale of the designs/merchandise. Embellish Boutique agrees to place designs/merchandise in a prominent place in his establishment. Any marketing tools, such as logo, pictures, etc that consignee owns and would like Embellish Boutique to use in their promotion/advertising will need to be provided when contract is signed. Consignee understands that while Embellish Boutique agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guaranty a sale will occur.

9. Inventory Read Carefully

An inventory sheet/s must accompany all designs/merchandise presented in this consignment contract, which is available for sale at Embellish Boutique. Fill out the inventory sheet completely! The inventory sheet is the legal record of the designs/merchandise covered by this agreement.

10. Procedures for Modification

Amendments to this agreement (including additional inventory sheets) must be signed by the consignee and Embellish Boutique and attached to this agreement. Both parties must initial any deletions made on this form and any additional provisions written into it.

11. Signatures

Consignee Printed name

Consignee Signature

Consignee signed date

Embellish Boutique Representative Printed Name

Embellish Boutique Representative Signature

Embellish Boutique Representative signed date



Embellish Boutique

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Name: _____ Consignee ID: _____ (First, Middle, & Last Name Initials)

Phone: _____

Address: _____

Email: _____

INVENTORY LIST

DATE IN	ITEM #	DESCRIPTION OF ITEM	RETAIL PRICE (You will receive 50%)	DATE SOLD

If you need more room, use another Inventory List Page

Consignee Signature _____ Date _____

Embellish Boutique Representative Signature _____ Date _____

Name _____

[illegible]