

**AMOA SHOP
CONSIGNMENT AGREEMENT**

Consignee (Holder of merchandise): Anderson Museum of Art
Located at: 32 West 10th Street, Anderson, Indiana 46016

Consignor (Artisan): _____

Consignor's Email: _____

Consignor's Address: _____

Consignor's Phone #: _____

Consignor's Website/Social Media: _____

AGREEMENT TO SELL

In accordance with this agreement, the Consignor grants AMOA a non-exclusive right to display and sell the mutually agreed upon item(s), pursuant to the terms of this agreement. AMOA agrees to place on display the mutually agreed upon item(s) within the space that will be designated as the museum's Gift Shop. The sale price of all items – **not to exceed \$100** - shall be determined by Consignor.

PROCEEDS AND TERMS OF SALES

AMOA (Consignee) shall be entitled to retain 25% of all proceeds from the sale of each item consigned. The Consignee shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon 25%, to the Consignor no later than the end of the month that follows the month of the receipt of sale. The Consignor shall be paid 75% of the sale price, not to include any applicable sales tax charged. Consignee and Consignor agree that payments will be made in the form of a check.

AMOA (Consignee) agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon in writing and signed by both parties.

AMOA (Consignee) shall retain possession and control of the consigned merchandise for a minimum period of 120 days, beginning on either the date of this agreement or the date Consignor delivers merchandise to AMOA - to be determined at signing of agreement.

Prior to or upon delivery of the merchandise, a complete and accurate merchandise list shall be made of all the merchandise items that have been consigned to be sold. The list shall include a description of each item, including quantity and price of each item, and be signed by both Consignor and Consignee upon acceptance. AMOA will provide the forms that will keep records of the merchandise inventory.

The Consignee shall accept only clean, quality merchandise in good condition.

All consigned merchandise shall remain at the aforementioned Consignee address and shall not be moved to another location.

At the end of the initial 120 day consignment period, AMOA has the discretionary right to return all unsold merchandise to its respective Consignor, however, the consignment period, per this Agreement, shall be evaluated by both the Consignee and Consignor and a determination will be made as to a suitable action as it pertains to a future agreement(s).

When merchandise is removed from the Gift Shop, the Consignor shall assume all responsibility and any costs of retrieving and removing unsold merchandise in a timely manner.

MERCHANDISE RECORDS

It shall be the responsibility of the Consignee to maintain all records of consignments and insure accurate records of each item, quantity and what was sold. The Consignor shall have the right to inspect all records related to their account.

MERCHANDISE OWNERSHIP

The Consignor shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold.

BREECH OF AGREEMENT

In the event the Consignee fails to perform and/or adhere to the terms and obligations contained herein, the Consignor shall be afforded the opportunity to cancel this Agreement by providing 7 days advance written notice to the Consignee.

TERMINATION OF CONSIGNMENT AGREEMENT

AMOA or Consignor may terminate this Agreement at any time for reasonable cause or events, heretofore unknown and unavoidable, that make the fulfillment of the Agreement responsibilities and obligations an impossibility. In such case, AMOA or Consignor will provide advance written notice to the other party and all the unsold merchandise that is the subject of this Agreement shall be made available to Consignor. Said termination shall not affect the agreement regarding items of merchandise already sold.

BUSINESS OPERATION

The Consignee maintains the exclusive right to determine the business operation and management of its premises. The Consignor shall have no liability or responsibility for the operation and management of Consignee’s business employees, staff, officers or agents, or other causes of action that may result from daily operation of business, and the Consignee agrees to defend, indemnify, and hold harmless, the Consignor for same.

LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE

In the event that the consigned merchandise is lost, stolen, destroyed or damaged, or unaccounted for due to any cause known, or unknown while consigned to the Consignee:

Any item(s) consigned that are lost or unaccounted for shall be considered as having been sold and AMOA shall pay Consignor the amount agreed to herein as if the lost merchandise had been sold, no later than 30 days following the loss of merchandise.

WARRANTIES

Neither the Consignee nor the Consignor shall make any guarantees or warranties in relation to any sale, use, or transfer of the merchandise by the other party or any 3rd party acting on behalf of AMOA or Consignor.

This agreement shall be construed and governed in accordance with the Laws of the State of Indiana.

Consignor (Artisan)

Consignee

(signature)

(signature, title)

(print name)

(print name)

(date)

(date)