



ODDMALL OUTPOST

A S S E M B L Y O F O D D

CONSIGNMENT AGREEMENT

On ____/____/20____, Oddmall Outpost (Consignee) located at 772 E. Turkeyfoot Lake Rd, Akron, Ohio 44319, and _____ (Consignor) located at _____, do hereby enter into the following Agreement.

1. PURPOSES AND SCOPE OF AGENCY

The Consignor appoints Oddmall Outpost as a non-exclusive agent for the Works consigned under this Agreement, for the purposes of exhibition and sale. Oddmall Outpost shall not permit the Works to be used for any other purposes without the written consent of the Consignor. This agency shall cover only Works submitted by the Consignor while this agreement is in force.

2. CONSIGNMENT

Consignor hereby consigns to Oddmall Outpost, and Oddmall Outpost accepts on consignment those Works listed on the attached Inventory List, which is part of this agreement. Additional Inventory Lists may be incorporated into the Agreement at such time as both parties agree to the consignment of other Works. Consignor and Oddmall Outpost shall sign all Inventory Lists, which shall be completed by the Consignor.

3. WARRANTY

The Consignor hereby warrants that he/she created and possesses unencumbered title to the Works, and that their descriptions are true and accurate.

4. DURATION AND TERMINATION OF CONSIGNMENT

The Consignor and Consignee agree that the initial term of the consignment for the works is to be 60 days starting _____, and that the Consignor does not intend to request the return of the Works before the end of this term unless the contract is breached by the Consignee. Should the need arise, the Consignor shall express in writing the need to have all or part of the inventory returned before the end of the initial term. The Consignor agrees to pay any shipping/delivery costs incurred during the return of said Works.

After the initial term of 60 days, this agreement shall continue until written or electronic notification of termination from either party to the other. Within 30 days of the termination notice, all accounts shall be settled and all unsold Works shall be returned to the Consignor at the Consignor's expense. If works are to be returned in person, Consignor must pick up goods at the Consignee's address within 90 days of termination notice. After 90 days, any remaining goods will be donated to the charity of the Consignee's choice. In the event of the Consignor's or Consignee's death, the estate of either party shall have the right to terminate the agreement.

5. TRANSPORTATION RESPONSIBILITIES

Packing and shipping charges, shipping insurance costs, other handling expenses and risk of loss or damage incurred in the delivery of works from the Consignor to the Consignee, and in their return to the Consignor, shall be the responsibility of the Consignor.

6. RESPONSIBILITY FOR LOSS OR DAMAGE

Oddmall Outpost shall be responsible for all consigned Works while they are in its custody. Oddmall Outpost shall be held strictly liable to the Consignor for any loss or damage to consigned Works while they are in custody (except for damage resulting from flaws inherent in the Works). In the event of loss or damage, the Consignor will receive the same payment as if the work has been sold at the retail price.

7. INSURANCE

Oddmall Outpost shall insure Works for the total amount due to the Consignor. In the event of an insurance claim, Oddmall Outpost shall pay all deductibles.

8. PRICING, COMMISSION; TERMS OF PAYMENT

- a. Consignee shall sell works at the Retail Price specified on the Inventory List of this agreement.
- b. Consignee and Consignor agree that Oddmall Outpost's commission is to be 40% of the Retail Price.
- c. Both parties must agree to any changes in commission in writing or electronic notice in advance.
- d. In the case of storewide discount sales, the discount shall be deducted solely from Oddmall Outpost's commission, and the consignor will be paid the agreed percentage of the retail price listed on the Inventory List.
- e. Consignment payments will be sent on a monthly basis via CHECK or PAYPAL (circle preference) for the sales for the month prior and will be accompanied by a sales record for all items sold during the selling period. (ex. April sales payments will be sent by May 15th.)

9. FIDUCIARY RESPONSIBILITIES

All proceeds from the sale of the Works shall be held in trust for the Consignor. Oddmall Outpost shall pay all amounts due the Consignor before any proceeds of sales can be made available to creditors of Oddmall Outpost. During this agreement, Consignee will send to the Consignor a statement listing any and all consigned Works covered by this agreement that were sold. The aforementioned statement will be mailed by the 15th of each month (detailing the month previous), along with a check for any compensation due the Consignor.

10. ACCOUNTING

Oddmall Outpost shall furnish the Consignor a statement of accounts for all sales of the Works to the Consignor on a monthly basis. The Consignor shall have the right to inventory his or her Works with Consignee and to inspect any records pertaining to the sale of these Works. A current inventory list shall be provided within 30 days upon request. A complete and final accounting shall be provided in the event of termination of this agreement.

11. PROMOTION

Oddmall Outpost shall use its best efforts to promote, display, and sell the Works covered by this agreement. The Consignor agrees to allow Consignee to photograph the Works and use these photographs solely for promotional purposes in print and/or online.

Consignor shall allow Consignee to use product photographs from the Consignor's website for promotional purposes (e.g. facebook, twitter, e-newsletter, newspaper advertisement).

Consignor shall allow Oddmall Outpost to photograph and use product information to also sell items in the online/virtual Oddmall Outpost store/shop.

12. COPYRIGHT AND REPRODUCTION

The Consignor reserves all copyrights and rights to the reproduction of the Works except for photographs used for promotional purposes or photographs used in the Oddmall Outpost online store while the Works are under consignment as noted in item twelve.

13. INVENTORY LISTS

All Works presented for consignment must be accompanied by a copy of the Inventory List. Inventory Lists must be filled out completely with exception to the Consignor ID and Item IDs which will be completed by

the Consignee. The Inventory Lists is the legal record of the Works covered by this agreement.

New Works may be added to Consignor’s inventory at any time, but must be accompanied by a completed Inventory List. (If dropping off new inventory, please email us ahead of time so that we know to expect you.)

14. MODIFICATION PROCEDURES

Amendments to this Consignment Agreement (including additional Inventory Lists) must be signed by both the Consignor and Consignee and attached to this document. All other modifications, deletions, or additions must also be in writing.

15. ADDITIONAL RESPONSIBILITIES

- a. It will be the responsibility of Oddmall Outpost to determine the best way of displaying and promoting the Works that is beneficial for both parties. The Consignee will be responsible for supplying and maintaining displays and fixtures the Works will be displayed on.
- b. The Consignor will be responsible for pricing, tagging, and/or branding the Works that fits with their own business model.
- c. Oddmall Outpost will be responsible for adding Consignor ID and Item ID numbers, displaying, and promoting the Works in a way that fits with the Oddmall Outpost brand and fits with the feel of the store.
- d. At no time shall the Consignor display any sale, clearance, coupon, or any other sign that is not approved prior to its display by Oddmall Outpost. However, the Consignor may supply business cards to be displayed or distributed by Oddmall Outpost.
- e. Consignor may not produce or circulate coupons, coupon codes, or any other discount of the items being sold on consignment at Oddmall Outpost. Oddmall Outpost shall be exempt from honoring all discounts or coupons not approved by or created by Oddmall Outpost.
- f. Oddmall Outpost assumes the responsibility for collecting and reporting the appropriate sales tax for sold Works, credit card processing fees, as well as any listing and selling fees associated with the online store.

16. SEVERABILITY

This Consignment Agreement represents the entire agreement between the Consignor and Consignee. If any part of this Agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of the Agreement shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This Agreement shall not be assigned, nor shall it inure to the benefit of the successors of Oddmall Outpost, whether by operation of law or otherwise, without the prior written consent of the Consignor.

17. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement.

18. SIGNATURES

(Consignor Name, printed)

(Consignor Company Name, printed)

(Consignor, signed) (date)

(for Oddmall Outpost, printed)

(for Oddmall Outpost, signed)(date)

