



## **CONSIGNMENT AGREEMENT**

Agreement Date: \_\_\_\_\_

### **CONSIGNER INFORMATION**

Full Legal Name:

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Business/Artist Name:

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Mailing Address:

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City, State, ZIP Code:

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Primary Phone Number:

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Email Address/PayPal Email:

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### **ODDMALL OUTPOST INFORMATION:**

Business Address: 772 E Turkeyfoot Lake Rd

City, State, ZIP Code: Akron, OH, 44319

Store Phone: 330-563-4276

Manager Contact: Andy Hopp

Manager Email: andy@andyhopp.com

Business Website: [oddmall.info](http://oddmall.info) or [oddmalloutpost.com](http://oddmalloutpost.com)

## CONSIGNMENT TERMS AND CONDITIONS

Brief Description of Items as a Collective:

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Total Number of Items: \_\_\_\_\_

Total Retail Value: \$\_\_\_\_\_

Consignment Period Starting: \_\_\_\_\_

Commission Rate: **Oddmall Outpost retains 40% of the selling price as commission**

**Consigner Receives: 60% of the selling price**

**Payment Method:**

**Check mailed to address above**

**PayPal (PayPal email required):**

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### **1. PURPOSE AND SCOPE OF AGENCY**

Oddmall Outpost ("Consignee") acts as a non-exclusive agent for the exhibition and sale of the Consignor's works. The Consignor authorizes Oddmall to display, promote, and sell the listed works in accordance with this agreement within our unique exhibition space that combines a storefront with a variety of items as well as art fair, craft show, comic convention, gaming festival, cosplay extravaganza, toy show, antique show, vintage fashion show, and music festival elements. We advertise our business on social media such as Facebook, Tiktok, & Youtube.

### **2. CONSIGNMENT OF WORKS**

All works consigned must be listed on an inventory form signed by both parties. The Consignee agrees not to release any work to a buyer until the sale is completed and all applicable fees and payments are received. All consigned items must align with Oddmall's mission of showcasing fun, artsy, geeky, crafty, or odd merchandise.

### **3. WARRANTY**

The Consignor warrants full title and rights to all works, and that the materials and representations are original and lawful.

Consignor represents that all works are free from any liens, encumbrances, or claims by third parties.

### **4. DURATION AND TERMINATION**

The initial consignment term is sixty (60) days, beginning on the start date listed in the agreement. Either party may terminate this agreement at any time with seven (7) days with written notice. If items are unsold in this time period, works may be picked up by Consigner or kept in the store for up to a year. After one year, if items are unsold or not picked up by Consigner, Oddmall reserves the right to treat the items as abandoned property as permitted by law. Unsold merchandise may be retrieved by the consigner at any time during store hours with 48-hour advance notice after 60 days. Contact store manager at 330-563-4276 or email cris@oddmall.info or andy@oddmall.info to arrange pickup.

### **5. TRANSPORTATION RESPONSIBILITIES**

The Consignor is responsible for all costs related to delivering consigned works to and from the Consignee. Oddmall will handle the works with ordinary care upon receipt at our exhibition facility.

## **6. RESPONSIBILITY FOR LOSS OR DAMAGE**

Oddmall Outpost is responsible for loss or damage to consigned works (excluding inherent flaws or normal wear), starting when works are delivered to Oddmall and ending when they are collected or shipped to another party. This responsibility applies during all exhibition, storage, and handling periods.

## **7. INSURANCE**

The Consignee will insure consigned works under an objects-in-custody policy, with claims processed according to actual value.

Oddmall pays deductibles in the event of a valid claim related to consigned merchandise.

## **8. PRICING, COMMISSION, AND TERMS OF PAYMENT**

Works will be sold at retail prices as listed by the Consignor. Initial pricing shall remain in effect for 90 days. After this period, Oddmall Outpost may reduce prices by up to 20% without prior consent. Consigner will be notified of any markdowns exceeding 20% total via email or phone. Commission rates are set out in the attached schedule (standard rate: 40% to Oddmall, 60% to Consignor, unless otherwise specified). Payments for sold works will be made via check or PayPal

## **9. FIDUCIARY RESPONSIBILITIES**

Oddmall Outpost will hold sales proceeds in trust for the Consignor until payment is made, and will not use such funds for operating expenses or other parties' claims. All proceeds will be maintained in separate accounting records.

## **10. ACCOUNTING**

Monthly account statements will be provided to the Consignor, detailing inventory status and sales activity. Consignors may inspect Oddmall records related to their consignment during normal business hours with reasonable advance notice.

## **11. PROMOTION**

Oddmall Outpost may display and promote consigned works onsite, online, and in advertising materials related to our exhibitions and shows. The Consignor agrees to allow photographs or other images to be used for promotional purposes, with credit given where feasible.

## **12. COPYRIGHT AND REPRODUCTION**

The Consignor retains all copyrights unless otherwise specified in writing. Oddmall may reproduce images of consigned works for archival, promotional, or educational purposes related to our events and exhibitions.

## **13. INVENTORY LISTS**

All consigned works must be recorded on an official inventory list, including title, medium, dimensions, retail price, and any other information required by the Consignee for proper cataloging and display.

## **14. MODIFICATION PROCEDURES**

No part of this agreement may be amended except by written agreement, signed by both parties. All modifications must be documented and attached to the original agreement.

## **15. ADDITIONAL RESPONSIBILITIES**

The Consignee agrees to display and promote the works professionally and in good faith within the context of Oddmall's unique exhibition format. The Consignor is responsible for providing accurate descriptions, business cards or tags, and handling tax reporting for their sales unless otherwise arranged in writing. Consigned works must be appropriate for display in a family-friendly exhibition environment.

## **16. SEVERABILITY**

If any provision of this agreement is found unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

## **17. GOVERNING LAW**

This agreement is governed by the laws of the State of Ohio. Any disputes arising under this agreement shall be resolved in the appropriate courts of Ohio. This agreement becomes effective upon signature by both parties and remains in effect for the duration specified in Section 4, subject to the termination provisions outlined herein.

This agreement may only be modified in writing and signed by both parties.

This agreement shall be governed by the laws of the State of Ohio.

Any disputes arising from this agreement shall be resolved through mediation, and if necessary, binding arbitration in Ohio.

**AGREEMENT SIGNATURES**

**Consigner Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Oddmall Outpost Representative Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Direct Phone: \_\_\_\_\_

Email: \_\_\_\_\_