

Stillwell's Consignment Agreement

Wherefore, **NAME**, owner and Consignor of certain property more particularly described hereafter, and Stillwell's Emporium LLC, Consignee, in exchange for good and sufficient consideration and the mutual promises and undertaking set forth in this Consignment Agreement ("Agreement") do agree to the following:

1. **Ownership.** Consignor warrants, covenants, and agrees that the property being sold is owned by Consignor and that there are no liens, judgments, or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned property. The parties agree that title to the consignment shall remain in Consignor until such consignment is sold in severable parts or in whole by Consignee.
2. **Description of Consigned Property.** Consignor agrees to deliver, and Consignee agrees to accept for the purposes of sale on the terms and conditions hereinafter recited in this Agreement, the following described property:
 - a. Items
 - b. Items

Consignor states and agrees that the description(s) of the consigned property is true and correct to the best of Consignor's knowledge and belief and further that no undisclosed defects in such consignment are known to Consignor.

3. **Non-Exclusivity or Exclusivity of Agreement.** Consignee shall have the exclusive right to market and sell the property described hereinabove. Consignor shall have the right to sell the property described hereinabove for his own account. If Consignor does sell the consignment listed in this Agreement, Consignee shall nonetheless be entitled to payment for the sale of such consignment on the terms and conditions of this Agreement.
4. **Price.** The offering price(s) are to be determined by Consignor. Consignee agrees to inform the Consignor of bona fide offers to purchase the consigned property for prices less than the asking price set by Consignor. Consignor reserves the exclusive right to accept a price less than the offering price.
5. **Term of Agreement.** This agreement shall be entered into for a period of six (6) months from the date of the agreement.
6. **Time of Payment(s) to Consignor.** Consignor agrees that Consignee shall require and receive full payment on the sale of the consigned property prior to any obligation of Consignee to remit payment to Consignor for the same. Upon receive full payment for such sale, Consignee shall mail a check for the amount due to Consignor under this Agreement:
 - a. For each item sold, no later than 30 days following the date of full payment for each item.
 - b. It is agreed that "full payment," as used above, shall be construed to mean and include the day of clearing of any monetary instrument by Consignee's bank.
7. **Amount(s) of Payment(s) to Consignor.** Consignor and Consignee agree that an amount of fifty percent (50%) of the selling price shall be due and payable to Consignor upon the sale of the property subject to this Agreement. Consignee shall provide a monthly written statement listing all sales made of the property subject to this Agreement including the dates of such sales, the total amount(s) received and the amount due to Consignee.
8. **Termination of this Consignment Agreement.** Consignee may terminate this Agreement at any time and for any reason by returning to Consignor all of the unsold property which is the subject of this Agreement. Consignor may terminate this Agreement at any time and for any reason, but such termination will not affect the agreement regarding items of property already sold. The expense of delivery to the Consignor of any unsold property shall be the responsibility of the Consignor. Prior notice of termination shall not be required of a

terminating party. Notwithstanding anything to the contrary, termination of the consignment by the Consignor does not relieve the Consignor the duty of consideration to the Consignee. Therefore, if the Consignor terminates this Agreement for any reason, they shall be responsible for paying twenty-five percent (25%) of the agreed price to the Consignee, or one-hundred dollars (\$100) whichever is greater.

9. **Operation of Consignee's Business.** Consignee shall have the exclusive right to determine the business operation and management of its premises. Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees, or agents and any torts or other causes of action resulting therefrom, and Consignee agrees to defend, indemnify, and hold harmless Consignor for same.
10. **Liability for Loss, Etc., of Consigned Property.** In the event that consigned property is lost, stolen, destroyed, damaged, or unaccounted for due to any cause, known or unknown (hereinafter these terms referred to collectively as "lost"), while consigned to the Consignee:
 - a. The property, or each item, so lost shall be considered as having been sold, and Consignee shall pay unto Consignor the amount agreed herein as if the lost property, or each item lost, had been sold, except that only fifty percent (50%) of said amount (rather than the full amount) shall be owed by Consignee to Consignor. Such amount shall be due thirty (30) days following the loss of the property.
11. **Advertising.** Consignee may not use Consignor's name or other identifying information in the advertising, promotion, and sale of the consigned property unless written permission is granted by Consignor.
12. **Assignment.** This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.
13. **Severability.** In the event any portion of the Agreement is declared illegal, unenforceable, invalid, or void by a court of competent jurisdiction, such portion shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect.
14. **Integration.** The Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations, and understandings of the parties.
15. **Counterparts.** The Agreement may be executed in two or more counterparts, which may be transmitted electronically, each of which shall be deemed an original and all of which together shall constitute one document.
16. **Amendment.** The Agreement may be amended or modified only by mutual written agreement of the parties.
17. **Governing Law.** The Agreement shall be governed by and interpreted according to the laws of the State of Georgia, without regard to its conflict of laws' provisions.

Entered into on this **DAY** of **MONTH**, **YEAR**.

For Stillwell's:

For Consignor:

Meshell Durden
Proprietor

Date

NAME

Date