



Consignment Sale Agreement

Joshua Dray, the owner of Dray Enterprises LLC DBA A2Z Consignment and (Consignor) _____ the authorized signatory for (Organization or Business Name) _____ hereby enter into the following Consignment Sale Agreement (“Agreement”) as of (today’s date): _____

Purpose and Effect:

The purpose of this contract is to allow A2Z Consignment to sell various media on behalf of the Consignor for a commission based on the sale price of the item.

Agreement:

Consignment Period: The Consignment Period extends indefinitely for each item until terminated by the request of Consignor or by A2Z Consignment according to its absolute unfettered discretion.

Cancellation of Agreement:

Either party may cancel the Agreement for any reason with 10 days of written notice terminating the Consignment Period of all items.

Right of Refusal:

A2Z Consignment reserves the absolute right to refuse for any reason any item offered by the Consignor under this Agreement.

Items Possession:

Once an item has been shipped to A2Z Consignment it becomes A2Z Consignments property and it is up to the sole discretion of A2Z Consignment to sell, dispose of, or recycle an item based on its condition and current market value. The consignor agrees to release A2Z Consignment from any liability surrounding the items that have been shipped to A2Z Consignment.

Price:

Consignor agrees that A2Z Consignment will have full and complete discretion to set the sale price for any item provided by Consignor.

Sale Proceeds:

Consignor understands that the sale proceeds equal the price of the item sold minus marketplace fees and inbound shipping costs. Fees range from sale to sale and can equal from 15-80% of an item's sale price. This percentage takes into account the fees charged by services such as Amazon.com as well as the cost of shipping to A2Z Consignment for processing and the shipping cost from A2Z Consignment to dedicated fulfilment centers.

Consignor Earnings:

A2Z Consignment agrees to pay the Consignor _____ (percentage) of the Sale Proceeds. Consignor’s right to Earnings under the Agreement accrues when payment has been received for an item from a buyer.

Cancelled and Returned Sales:

If a purchase is cancelled or returned A2Z Consignment reserves the absolute discretionary right to either 1) take ownership of the item and leave Consignor earnings in tact, or 2) retract Consignor earnings and offer the item again for sale.

Loss or Damage to Items:



Consignor agrees to hold A2Z Consignment harmless for any damage or loss to any item provided by Consignor, so long as such loss or damage occurs for any reason other than the negligence of A2Z Consignment. In particular, Consignor agrees to waive any and all claim(s) for damages in the event of loss or damage by fire, water, earthquake, or tornado.

Payment:

A2Z Consignment will pay Consignor within forty-five (45) days of the sale of each item, subject to paragraphs 6 and 7, with the exception that amounts due to consignor less than \$50 or an otherwise agreed upon Minimum Check Amount will be held until 1) all items are sold, 2) the Consignor requests payment (limited to 1 payment per month), or 3) A2Z Consignment decides to issue payment. Under regular circumstances payments will be issued once per month.

Availability for Purchase:

A2Z Consignment will make a good faith effort to make any items subject to this Agreement available for purchase online 24 hours a day, 7 days a week. Occasional exceptions may occur.

Prior Authorization to Donate or Recycle Refused Items: Consignor gives Prior Authorization to A2Z Consignment to donate or recycle refused or terminated items. If they are not sold within 6 months.

_____ (sign)

Once an item has been shipped to A2Z Consignment it becomes A2Z Consignments property and it is up to the sole discretion of A2Z Consignment to sell, dispose of, or recycle an item based on its condition and current market value.

Contact Information:

Consignor agrees to immediately notify A2Z Consignment of any changes to Consignor’s contact information.

Entire Agreement:

This Agreement sets forth the entire agreement and understanding between Consignor and A2Z Consignment relating to the subject matter herein. No modification of or amendment to this Agreement will be effective unless in writing signed by both parties.

Governing Law:

This contract is governed under the laws of the state of California.

Contact Person Full Name:

Organization/Business Name:

Address:

City, State, Zip:

Phone:

Email:

Signature:

Date: