

## CONSIGNMENT SALES AGREEMENT

This agreement is made by and between \_\_\_\_\_  
(the Consignor”) and \_\_\_\_\_ (the “Consignee”).

1. The Consignor and Consignee acknowledge and agree that the Consignor has provided the goods described below to Consignee for sale on a consignment basis, for the prices indicated, under the terms and conditions of this agreement:

2. The Consignee agrees to use its best efforts to sell the goods, for cash, for the benefit of the Consignor and to account to the Consignor for such sales within \_\_\_\_\_, delivering the sale proceeds to the Consignor, less commission, at the time of the accounting.

3. The Consignee agrees to accept as its commission, in full payment for its performance under this agreement, an amount equal to \_\_\_\_\_% of the gross sales price of the goods exclusive of any sales taxes.

4. Any goods the Consignee is unable to sell may be returned to the Consignor at the expense of the Consignee. The Consignor may reclaim unsold goods at any time.

5. At the request of the Consignor, the Consignee agrees to execute financing statements perfecting the Consignor’s claim of ownership of the goods.

6. This agreement shall be governed by the laws of \_\_\_\_\_.

7. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

8. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

9. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

\_\_\_\_\_.

Consignor:

Consignee:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_