

## **CONSIGNMENT AGREEMENT**

This Consignment Agreement (this "Agreement") is made effective as of March 01, 2012 between \_\_\_\_\_, of \_\_\_\_\_, California, and To Hell in a Handbag, of 3302 32nd St., San Diego, California 92104.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "\_\_\_\_\_", and the other party who is receiving the right to sell the merchandise will be referred to as "HH".

The parties agree as follows:

**I. RIGHT TO SELL.** \_\_\_\_\_ owns \_\_\_\_\_ (Brand Name) \_\_\_\_\_ ("\_\_\_\_\_" (Initials of Brand)\_"). In accordance with this Agreement, \_\_\_\_\_ grants HH an exclusive right to sell the \_\_\_\_\_ (Initials of Brand)\_ under the terms of this Agreement. This exclusive right to sell only applies to the following described territory: This exclusivity clause means that this brand will not be sold to any other locations in the 92104 area at boutiques, businesses, trade shows, craft fairs etc. without written permission from To Hell in a Handbag. This clause is to ensure a respectful relationship with other business. If items are to be sold on designers website, Etsy page or other online source To Hell in a Handbag must be notified so they are aware of price differences. Additionally all logos, tags etc. can only feature the designers website, Etsy page or other if the prices match that of To Hell in a Handbag. This clause does not prohibit online sales of the designer. \_\_\_\_\_ agrees to deliver to HH, on consignment, the \_\_\_\_\_ (Initials of Brand)\_ . HH agrees to devote its best efforts to the sale of the \_\_\_\_\_ (Initials of Brand)\_ . All sales prices and terms of sale shall be determined by HH.

**II. PROCEEDS OF SALES.** HH will pay to \_\_\_\_\_ a portion of the sales proceeds which shall be calculated as follows: To Hell in a Handbag reserves the right to sell the merchandise at whatever price it deems fit for the market. A standard mark up of the wholesale price often ranges from 2.2-2.5 times the wholesale price given but is not limited to that. The designer of the merchandise will be paid out their wholesale price upon completion of the sale. To Hell in a Handbag does inventory on the 5th and 20th of each month. Designers are paid out within 5 business days of the inventory being completed. Items are included in inventory payouts 15 days after they sell due to To Hell in a Handbag's 14 day return policy. Payouts are via PayPal, Chase

Quickpay or an in store pick up of Checks, there is a \$1 shipping and handling fee for all checks being mailed. The amount determined in the previous sentence shall be paid to

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**III. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of \_\_\_\_\_ until sold, except that HH shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of HH.

**IV. DEFAULTS.** If HH fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to \_\_\_\_\_ when due, \_\_\_\_\_ shall have the option to cancel this Agreement by providing 14 days days' written notice to HH. HH shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**V. ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**VI. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**VII. TERMINATION.** This Agreement may be terminated by either party by providing 14 days days' written notice to the other party.

**VIII. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

**IX. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**X. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XI. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XII. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**XIII. SIGNATORIES.** This Agreement shall be signed on behalf of \_\_\_\_\_ by To Hell in a Handbag, Owner and on behalf of To Hell in a Handbag by \_\_\_\_\_ and effective as of the date first above written.

**XIV.** Designer is responsible for shipping costs and providing labels for all items delivered or sent back. HH is not responsible for any shipping costs, insurance or delivery or pick up of items. HH is not responsible for any loss, theft or damage associated with shipping of items, it is the designers responsibility to insure items in shipping or delivery if they so choose too.

Consignor:

\_\_\_\_\_

By: \_\_\_\_\_  
To Hell in a Handbag  
Owner

Consignee:  
To Hell in a Handbag

By: \_\_\_\_\_  
\_\_\_\_\_