

THE LYNDON HOLIDAY SHOPPE CONSIGNMENT AGREEMENT

Vendor: (Name, Address, and Telephone number):

and

LYNDON AREA CHAMBER OF COMMERCE, INCORPORATED d/ b/ a THE LYNDON HOLIDAY SHOPPE (HEREINAFTER "The Holiday Shoppe")

hereby enter into the following Agreement:

Agency; Purposes. The **Vendor** appoints **The Holiday Shoppe** as agent for the Products ("**the Products**") consigned under this **Agreement**, for the purposes of exhibition and sale. **The Holiday Shoppe** shall not permit the Products to be used for any other purposes without the written consent of the **Vendor**. This agreement applies only to works consigned under this **Agreement** and does not make **The Holiday Shoppe** a general agent for any other works.

Consignment. The **Vendor** hereby consigns to **The Holiday Shoppe**, and **The Holiday Shoppe** accepts on consignment, those **Products** listed on the attached **Inventory Sheet** which is a part of this **Agreement**. Additional Inventory Sheets may be incorporated into this **Agreement** at such time as both parties agree to the consignment of other products. All **Inventory Sheets** shall be initialed by the **Vendor** and **The Holiday Shoppe**.

Warranty. The **Vendor** hereby warrants that he/she created and possesses unencumbered title to the **Products**, and that their descriptions are true and accurate.

Duration of Consignment. The **Vendor** and **The Holiday Shoppe** agree that the initial term of consignment for the **Products** is to be _____ to _____, and that the **Vendor** does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the **Vendor** requests the return of any or all of the **Products** or **The Holiday Shoppe** requests that the **Vendor** take back any or all of the **Products** with which request the other party shall comply within 7 days.

Transportation Responsibilities. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of **Products** from the **Vendor** to **The Holiday Shoppe** are the responsibility of the **Vendor**.

The Holiday Shoppe shall not be held liable to the **Vendor** for loss or damage of products.

Fiduciary Responsibilities. Title to each of the **Products** remains with the **Vendor** until the **Vendor** has been paid the full amount owing him or her for the **Products**; title then passes directly to the purchaser. All proceeds from the sale of the **Products** shall be held in trust for the **Vendor**. **The Holiday Shoppe** shall pay all amounts due the **Vendor** before any proceeds of sales can be made available to creditors of **The Holiday Shoppe**.

Pricing; Gallery's Commission; Terms of Payment. **The Holiday Shoppe** shall sell the **Products** only at the Retail Price specified on the Inventory Sheet. The **Vendor** shall be responsible for pricing and labeling their Products. **The Holiday Shoppe** and the **Vendor** agree that **The Holiday Shoppe's commission is to be 10 percent of the Retail Price of the Product**. Any change in the Retail Price, or in **The Holiday Shoppe's** commission, must be agreed to in advance by the **Vendor** and **The Holiday Shoppe**. Payment to the **Vendor** shall be made by **The Holiday Shoppe** weekly on the Monday following the previous week of operation, and will include all commissions due for any/all **Products** sold. A **flat fee of \$100** shall be due by the **Vendor** to **The Holiday Shoppe** by the above agreed upon duration start date.

Accounting. A statement of accounts for all sales of the **Products** shall be furnished by **The Holiday Shoppe** to the **Vendor** on the Monday following the previous week of operation, with the payment of all commissions due. The **Vendor** shall have the right to inventory his or her **Products** in **The Holiday Shoppe** and to inspect any books and records pertaining to sales of the **Products**.

Termination of Agreement. Notwithstanding any other provision of this **Agreement**, this **Agreement** may be terminated at any time by either **The Holiday Shoppe** or the **Vendor**, by giving a five (5) day written notification of termination from either party to the other. In the event of the **Vendor's** death, the estate of the **Vendor** shall have the right to terminate the **Agreement**. Within seven (7) days of the notification of termination, all accounts shall be settled and all unsold **Products** must be removed by the **Vendor**.

Procedures for Modification. Amendments to this **Agreement** must be signed by both **VENDOR** and **The Holiday Shoppe** and attached to this **Agreement**. Both parties must initial any deletions made on this form and any additional provisions written onto it.

Miscellany. This **Agreement** represents the entire agreement between the **Vendor** and **The Holiday Shoppe**. If any part of this **Agreement** is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part. A waiver of any breach of any of the provisions of this **Agreement** shall not be construed as a continuing waiver of other breaches of the same provision or other provisions hereof. This **Agreement** shall not be assigned, nor shall it inure to the benefit of the successors of **The Holiday Shoppe**, whether by operation of law or otherwise, without the prior written consent of the **Vendor**. In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.

Choice of Law. This **Agreement** shall be governed by the law of the State of Vermont.

Length of Agreement

From _____ To _____

Consented and agreed to: **Vendor**

Date _____

Consented and agreed to: **The Holiday Shoppe**

Date _____

