

Consignment Agreement

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This is a writable PDF. Please follow the directions below to submit.

1. Click the blank areas throughout the document and type in the required information.
2. Once completed, go to FILE and SAVE AS. Choose to save the PDF to your desktop. It will be named: *contract_C&H*
3. Email Coyle & Herr at coyleandherr@gmail.com and attach the completed PDF is saved to your desktop.

Coyle & Herr, Inc. ("Coyle & Herr" or "Company") hereby agree to enter into a consignment agreement (Agreement) with _____ ("Consignor"). This Agreement is held for sixty (60) days from the date of signing. Coyle & Herr accepts the items listed in the approved inventory document attached to this contract for consignment. This agreement applies to only those items approved. If, during the duration of this contract, additional items are consigned, a new contract will be executed. By signing this Agreement, Consignor represents and warrants to Coyle & Herr that Consignor has full title to all items consigned and that all information regarding the items consigned is true and correct to the best of Consignor's knowledge.

1. _____
initial Consignor is responsible for delivery of inventory to Coyle & Herr. **All consignments must be clean and in good working condition.** Upon receipt of consignments, Coyle & Herr reserves the right to refuse items based on factors such as condition, cleanliness, style, or any other reason. *Items not pre-approved prior to delivery will be processed for donation or disposal at the expense of Consignor.*

For items needing assembly, it is the responsibility of the Consignor to coordinate that process at the time of delivery. In situations where assembly is required by Coyle & Herr a \$100/item fee will be assessed and applied to consignor payouts.

2. Payments for sales, including an itemized report of sold consignment items, will be processed at the end of the sixty (60) day consignment period. Coyle & Herr shall pay 40% of the consigned amount to Consignor for items ticketed. The selling price shall be determined pursuant to Section 3, below.
3. _____
initial Merchandise featured at Coyle & Herr will be ticketed in a standardized format as provided by Coyle & Herr. Coyle & Herr shall reach an arrangement with Consignor regarding initial base price for items ticketed prior to delivery of inventory to the warehouse. A buyer's premium (BP) will be added to the initially agreed upon price as an administrative, non-negotiable fee that does not effect the consignor's 40% portion of the base price. At day 31 of the consignment, the original consigned price will be automatically reduced by 50%.
4. Coyle & Herr reserves the right to rent Consignor's items to event producers, television shows, and any other events for marketing purposes without Consignor's prior authorization or any remuneration to Consignor.
5. _____
initial At the expiration of the Agreement, unsold items will be processed for donation to agencies assisting with housing for those in need. A fee of \$75.00 will be applied at the time of payout. If consignor terminates contract and/or retrieves item(s) prior to contract expiration, a \$250 fee will be assessed and applied to consignor payout.

- 6. All checks from Coyle & Herr payable to Consignor should be cashed within 90 days after the date written. Payout checks are void if not cashed within 90 days after issue.
- 7. Payout to Consignor is exclusive of Illinois Sales Tax. Sales tax is collected and filed by Coyle & Herr.
- 8. _____
initial Coyle & Herr shall make every effort to protect ticketed items. **However, all merchandise is displayed at the sole risk of the Consignor.** The Consignor acknowledges this risk and agrees to hold Coyle & Herr harmless in the event of theft or damage beyond the control of Coyle & Herr. Coyle & Herr assumes no responsibility for loss or damage to Consignor's property.
- 9. _____
initial Coyle & Herr has the right, at its sole discretion, to terminate this Agreement at any time.
- 10. This Agreement constitutes the entire understanding of the parties signing it and cannot be modified by either party without agreement by both parties. This Agreement is governed by and shall be interpreted under the laws of the state of Illinois.

Please be sure to fill out the contract completely so that inventory is available immediately for sale upon arrival to the warehouse.

A fully executed contract with our signature will be returned to you along with an itemized inventory.

_____, **Consignor Coyle & Herr, Inc.**

By _____ By _____

Consignment Term: 90 Days

Start _____ End _____

Name of Consignor _____

Address _____ Unit # _____

City/State _____ Zip _____

Phone _____ Fax _____

Email _____