

House of Treasure LLC - Consignment Contract

- Names:** Party consigning goods for sale as listed in signature area (Customer), and House of Treasure LLC, a Wisconsin limited liability company also doing business as Treasure Merchant & Treasure Merchant WI (Consignee), agree to the following consignment.
- Property Consigned:** Customer has delivered the inventoried Goods to Consignee on consignment: (see current approved inventory)
- Efforts to Sell:** Consignee will display the Goods and attempt to sell them at or above the prices listed in on inventory. Consignee will obtain the verbal consent of Customer before selling the Goods at prices lower than those listed. Consignee may use without additional charges alternative selling methods (i.e. eBay, Craig's list, newspaper classified ads or other advertising) to achieve the best possible price for the Customer.
- Proceeds of Sale:** Following a sale, Consignee will retain from the sale proceeds a consignment fee. In computing the fee, sales tax will not be added to the sale price. Payment will be made monthly on accounts with balances over \$50. Payment will be made when requested on other accounts, but no more than once per month. Typical consignment fee is 40% of retail sale, see rate sheet for details. Customer is responsible to keep their contact information updated with Consignee and failure to do so may result in forfeiture of checks returned to Consignee and not claimed within one year.
- Ownership Before Sale:** Customer will retain ownership of the Goods until they are sold. Customer certifies that they have legal right to the items and that they have the legal right to sell said items.
- Risk of Loss:** While the Goods are in Consignee's possession, Consignee will make every effort to safe guard the Customer's property. Consignee however cannot be held liable for loss or damage to consigned items. Customer should seek necessary insurance coverage through their agent, if they deem necessary.
- Termination of Consignment:** Customer or Consignee may terminate this contract at any time. If either party terminates the agreement, Consignee will make the Goods available to Customer for pick-up within 3 days at: 500 W Milwaukee Street, Janesville, Wisconsin 53548
- Disputes:** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.
- Entire Agreement:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
- Successors and Assignees:** This agreement binds and benefits the heirs, successors and assignees of the parties.
- Notices:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, by overnight courier.
- Governing Law:** This agreement will be governed by and construed in accordance with the laws of the state of Wisconsin.
- Counterparts:** This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.
- Modification:** This agreement may be modified only in a writing signed by all the parties.
- Waiver:** If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
- Severability:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Assigned Code: _____

CUSTOMER (Legal Identification REQUIRED by law)

Name: _____

Address: _____

City, State, Zip: _____

Tel: _____ Alt. or eMail: _____

Dated: _____ Signed: _____

CONSIGNEE: House of Treasure LLC, a Wisconsin limited liability company also doing business as Treasure Merchant & Treasure Merchant WI

500 W Milwaukee Street
Janesville, Wisconsin 53548
Tel: (608) 757 – 2866 eMail: mike@houseoftreasure.net

Dated: _____ Signed: _____
Michael L. Ude
Principal Managing Director