



**CHILDREN'S BOOK  
CONSIGNMENT AGREEMENT**

This consignment agreement is between , \_\_\_\_\_  
(the "**Consignor**") and \_\_\_\_\_, (the "**Seller**").

The Seller is engaged in the sale of \_\_\_\_\_; and

The Consignor has created and owns certain products, described in greater detail in **Exhibit A** (collectively, the "**Products**") and wants to sell those Products.

The Consignor desires that the Products to be sold on consignment by the Seller, and the Seller wishes to sell those Products on behalf of the Consignor.

The parties therefore agree as follows:

**1. INITIAL CONSIGNED PRODUCTS.**

On \_\_\_\_\_, the Consignor shall deliver the Products listed in **Exhibit A** to the Seller on a consignment basis.

**2. DELIVERY OF PRODUCTS.**

The Seller will accept the Products from the Consignor on a consignment basis only. The Consignor is solely responsible for the cost of delivering the Products to the Seller. All risk of loss or damage to the Products while those Products are in transit remains with the Consignor.

**3. TERM; TERMINATION.**

**(a) Consignment Period.** For each Product, a consignment period begins when the Consignor receives that Product and ends \_\_\_\_\_ calendar days later (the "**Consignment Period**"). The Seller may dispose of any Products left on the Seller's premises after their Consignment Periods at its discretion. Any proceeds generated from the sale of these Products after the end of its Consignment Period will be the sole property of the Seller, and the Consignor will receive no commission under section 6 for any such sale.

**(b) Termination.** Either party may terminate this agreement at any time, for any reason. Termination is effective \_\_\_\_\_ days after either party serves written notice on the other party at that party's notice address listed in section below.

**(c) Effect of Termination.** Within \_\_\_\_\_ days of the date of the termination notice, the Seller shall return all Products to the Consignor.

**4. SELLER BUSINESS OPERATIONS.** \_\_\_\_\_

**(a) Display; Pricing.** The Seller shall display the Products in a prominent place in the Seller's establishment, and make every effort to sell the Products at or above the initial retail prices listed on **Exhibit A** (the "**Retail Prices**").

The Seller shall inform the Consignor of bona fide offers to purchase the Products for prices less than the

Retail Price.

**(b) General Operations.** The Seller shall have the exclusive right to determine the business operations and management of its premises.

#### **5. TITLE TO PRODUCTS.**

Title to and ownership in the Products remains with the Consignor until the Products are sold in the regular course of business, or used or purchased by the Seller.

#### **6. COMMISSION; PAYMENT.** \_\_\_\_\_

**(a) Commission.** The Seller shall provide to the Consignor a statement listing all sales made of Products, including the dates of those sales and the total amounts received. The Seller will receive \_\_\_\_\_% of the Retail Price of that Product \_\_\_\_\_ (the "**Commission**"). The Commission is the Seller's sole compensation under this agreement.

**(b) Payment.** \_\_\_\_\_, the Seller shall pay the Consignor the Retail Price less the Commission on each Product Sale. A "**Product Sale**" has occurred if before the end of its Consignment Period a Product is:

- (i) sold by the Seller;
- (ii) removed, withdrawn, lost, or stolen from the Seller's stock on hand;
- (iii) damaged or destroyed while in the Seller's possession; or
- (iv) otherwise not physically present in the Seller's stock on hand.

#### **7. RISK OF LOSS; DAMAGE.**

All risk of loss or damage of the Products will pass to the Seller when the Products are in the Seller's physical possession. The Seller shall insure the Products against all risks against which such goods are customarily insured, including insurance for theft and damage, and provide evidence of that insurance coverage to the Consignor as and when requested. If the Products are damaged or lost while in the Seller's physical possession, a Product Sale will be deemed to have occurred and the Seller shall reimburse the Consignor the amount of the damaged or lost Products' respective Retail Prices, less the Seller's Commission.

#### **8. RETURN OF PRODUCTS.**

**(a) Consignor Request.** At any time, and from time to time, the Consignor may request the return of all or some of the Products by providing \_\_\_\_\_ days' written notice.

**(b) Seller Request.** At any time during a Consignment Period, the Seller may require the immediate removal of all or some of the Products, with reasonable written notice to the Consignor. All costs of removing the Products

will be borne by the \_\_\_\_\_. If the Consignor does not remove the designated Products within \_\_\_\_\_ days of its receipt of the Seller's written notice requesting that removal, the Seller may deem these Products abandoned and obtain full title to these abandoned Products with no further conditions. The Seller may thereafter dispose of the abandoned Products in its sole discretion. If the Seller does not request removal of all of the Products in its possession, those Products remaining in the Seller's stock on hand will be deemed sold to the Seller pursuant to a Product Sale, and the Seller shall remit payment to the Consignor according to the terms of section 6. \_\_\_\_\_

**NO PRODUCT WARRANTIES.**

The Seller offers no warranties on the sale of any Product, except if a warranty is required by law and cannot be disclaimed.

**CONSIGNOR'S REPRESENTATIONS.**

The Consignor represents to the Seller that:

- (a) it has good and marketable title to the Products;
- (b) none of the Products are subject to liens or other encumbrances;
- (c) none of the Products are in violation of any trademark, copyright, or other proprietary right of any third party, state or federal law, or administrative regulation.

The Consignor shall indemnify the Seller from all damages, suits, litigation, awards, and costs, including attorneys' fees, that may arise out of the display or sale of the Products for any reason, including civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark, or any other claim or litigation.

**GOVERNING LAW.**

**(a) Choice of Law.** The laws of the state of \_\_\_\_\_ govern this note (without giving effect to its conflicts of law principles).

**(b) Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in \_\_\_\_\_ County, \_\_\_\_\_.

**AMENDMENTS.**

No amendment to this agreement will be effective unless it is in writing and signed by a party.

**ASSIGNMENT AND DELEGATION.**

**(a) No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

**(b) No Delegation.** Neither party may delegate any performance under this agreement, except with the prior

written consent of the other party.

**(c) Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

**COUNTERPARTS; ELECTRONIC SIGNATURES.**

**(a) Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

**(b) Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

**SEVERABILITY.**

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

**NOTICES.**

**(a) Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

**(b) Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Consignor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

If to the Seller:

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**(c) Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

**WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

**ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the

intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

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

Name:

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

Name:

**EXHIBIT A**

**add border**

**Description of Goods #**

**No. of Units**

**Initial Retail Price**

\_\_\_\_\_