

MSCA Consignment Agreement

This Consignment Agreement is entered into _____, 2014, by and between MSCA (also known as Midwest Saddleseat Consignment Apparel, LLC and _____ (“Consignor.”)

MSCA is in the business of selling riding apparel on a new and consignment basis and the Consignor is the owner of certain riding apparel (hereinafter “Items,”) as identified in Attachment A, and wishes for MSCA to consign and sell those items on Consignor’s behalf; and

In consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Consignor is providing Items as described at Attachment A to MSCA to sell on a consignment basis.
2. MSCA will set the initial price of the Items and may discount the Items in any manner MSCA deems appropriate. However, MSCA will work with the consignor to set the minimum amount of proceeds that Consignor must receive from each sale.
3. Consignor understands and agrees that MSCA will be entitled to 30% of the final sales price (excluding tax) of each item sold as compensation for MSCA’s efforts in selling the Item. In addition, MSCA is entitled to a \$1.00 fee for each check issued to consignor for items sold. If multiple items sell in one month, only one check will be issues, less the \$1.00 fee.
4. The consignment term shall be for six (6) months commencing on the date set forth above. If Consignor wishes for an item to be returned prior to expiration of the term, MSCA will return the item to Consignor provided the Item is not sold or “on hold.” Consignor is responsible for all shipping and insurance costs incurred in returning the Items.
5. In the event the Item(s) has not sold at the expiration of the initial consignment term, MSCA will contact Consignor utilizing the contact information provided at Attachment A to discuss the return of the Item(s), pricing adjustments or other options. In the event the Items will be returned, Consignor is responsible for all shipping and insurance costs associated with the return. In the event MSCA is unable to reach Consignor within 60 days of the expiration, the Item shall automatically become the sole property of MSCA and shall be donated and/or sold in the manner that MSCA deems appropriate and Consignor shall receive no proceeds from the Item(s).
6. On or about the 5th day of each month, MSCA prepares checks for Consignors whose Items sold during the previous month. Checks will be addressed to the person listed above and sent to the address listed on this Agreement unless MSCA is instructed otherwise in writing.
7. MSCA makes every effort to maintain all items in clean, climate-controlled environments. However, MSCA is not responsible for damage or destruction of Items due to theft, fire, or other reasons beyond MSCA’s control during the duration of this Agreement.
8. This Agreement constitutes the entire agreement between MSCA and Consignor. To the extent any clause within the agreement is deemed unenforceable, the remainder of the agreement shall remain intact and enforceable to the extent permitted by law.
9. This Agreement will be governed and interpreted according to the laws of the State of Minnesota.
10. Failure to enforce any term of this contract does not result in a waiver of that term.

Signed and agreed to on _____, 2014, by and between:

MSCA

Consignor

