

Sanctuary Inspired Goods Consignment Agreement

THIS CONSIGNMENT AGREEMENT ("Agreement")

is entered into on _____ by and between

Sanctuary Inspired Goods, LLC

located at 2506 W. Colorado Ave., Suite B,
Colorado Springs, CO 80904

and _____ ("Artist")

Artist Address: _____

Artist Phone: _____

Artist Email: _____

AGREEMENT TO SELL

In accordance with this Agreement, the Artist grants **Sanctuary Inspired Goods, LLC** a right to display and sell the mutually agreed upon item(s), pursuant to the terms of this Agreement.

Sanctuary Inspired Goods, LLC agrees to place on display the mutually agreed upon item(s) in a prominent area within the store premises.

The sale price of all items and terms of said sale shall be determined by the Artist.

PROCEEDS AND TERMS OF SALES

Sanctuary Inspired Goods, LLC, shall be entitled to retain 30/40/50% of all proceeds from the sale of each item consigned depending on Artist Involvement Monthly (AIM) Level.

Sanctuary Inspired Goods, LLC, shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon 30/40/50%, to the Artist. The Artist shall be paid their portion of the proceeds, 50/60/70% of the sale price, not to include any applicable sale tax charged, on or before the 15th of the following month, for sale of their item(s) during that particular month. Percentage will depend on Artist Involvement Monthly (AIM) Level. Payments less than \$10 are rolled over to the following month.

Both **Sanctuary Inspired Goods, LLC** and the Artist agree that payments shall be made in the form of direct deposit or check.

Sanctuary Inspired Goods, LLC agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed by both parties.

Sanctuary Inspired Goods, LLC shall retain possession and control of the Artist's merchandise for a minimum 365 period of days, beginning on the aforementioned agreement date.

Initials: _____ 1

Prior to or upon delivery of the merchandise, the Artist shall provide a complete and accurate inventory list of the merchandise items that have been consigned to be sold. This list must include a description of each item, the quantity of each item, the agreed upon price of each item, and it must be signed by both the Consignor and Consignee upon acceptance.

Sanctuary Inspired Goods shall only accept clean, quality merchandise in good condition. All items must be fragrance free unless approved.

All consigned merchandise shall remain at the aforementioned Sanctuary Inspired Goods, LLC address and shall not be moved to another location without prior written notice to the Consignor.

Any merchandise that is not sold at the end of the consignment period shall be evaluated by both Sanctuary Inspired Goods, LLC and the Artist. In the event that the Artist decides to remove their merchandise, the Artist shall assume all responsibility for retrieving and removing the unsold merchandise or arrange for the pick-up and all costs associated with said removal of merchandise within 30 days. After 30 days the merchandise will become property of Sanctuary Inspired Goods.

MERCHANDISE RECORDS

It shall be the responsibility of Sanctuary Inspired Goods, LLC to maintain all records of consignments and ensure accurate record keeping of each item, quantity and what was sold. The Artist shall have the right to inspect all records related to their account.

MERCHANDISE OWNERSHIP

The Artist shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold.

BREACH OF AGREEMENT

In the event that Sanctuary Inspired Goods, LLC fails to perform and/or adhere to the terms and obligations contained herein this Agreement, the Artist shall be afforded the opportunity to cancel this Agreement by providing 7 days advance written notice to Sanctuary Inspired Goods, LLC.

However, the Artist shall in turn afford Sanctuary Inspired Goods, LLC the opportunity to take corrective action prior to the deadline stated in the aforementioned advance written notice to avert cancellation of this Agreement.

TERMINATION OF CONSIGNMENT AGREEMENT

Sanctuary Inspired Goods, LLC may terminate this Agreement at any time and for any reason by providing 7 days advance written notice and by returning to the Consignor all the unsold merchandise that is the subject of this Agreement. The Artist may terminate this Agreement at any time and for any reason by providing 7 days advance written notice, but said termination shall not affect the agreement regarding items of merchandise already sold.

BUSINESS OPERATION

Sanctuary Inspired Goods, LLC shall maintain the exclusive right to determine the business operation and management of its premises. The Artist shall have no liability or responsibility for the operation and management of Sanctuary Inspired Goods, LLC’s business, employees, staff, officers or agents or other causes of action that may result from daily operation of business, and the Sanctuary Inspired Goods, LLC agrees to defend, indemnify and hold harmless the Artist for same.

LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE

Sanctuary Inspired Goods, LLC shall not be responsible for loss or damage of any consignment materials. The Artist is responsible to insure their art personally in the event that the consigned merchandise is lost, stolen, destroyed, damaged or unaccounted for due to any cause, known or unknown, while consigned to Sanctuary Inspired Goods, LLC.

LIABILITY FOR Injury

The Artist, for himself/herself, his/her heirs, agents, representatives, spouses, and dependents, agrees not to make a claim against the Sanctuary Inspired Goods, LLC for any injury and/or claim sustained by the Artist while on the Sanctuary Inspired Goods, LLC premises and/or attending a Sanctuary Inspired Goods, LLC event or function. The Artist understands and acknowledges that there is no liability insurance available upon which any claim may be made.

GOVERNING LAWS

This Agreement shall be construed and governed in accordance with the laws of the State of **COLORADO**.

AGREED AND EXECUTED, on (Date)_____.

Artist (Print): _____

Signature: _____

Sanctuary Inspired Goods

Signature: _____