

**Consignment Agreement**

This Consignment Agreement (this "Agreement") is made effective as of \_\_\_\_\_ between \_\_\_\_\_, an individual, further referred to as "Consignor" and Ink Paper Rubber ("Consignee"), a corporation, of 7220 W. 80<sup>th</sup> Street, Overland Park, KS 66204.

Both parties agree to the following terms:

1. The Consignee agrees to place on display the mutually agreed upon item(s) in his/her place of business.
2. The item(s) shall remain the property of Consignor until such time as they are sold or forfeited (as noted below).
3. The item(s) shall be sold at a price determined by Consignor, and shall not be sold by Consignee at a lesser price unless authorized by Consignor.
4. Consignor will return to Consignee, upon demand, any unsold merchandise. The goods will be returned in the same or similar condition, unless this is impossible due to shopper damage or theft.
5. Consignee, at his/her own discretion, may opt to return unsold goods to Consignor at any time.
6. All merchandise will be delivered to and picked up from Consignee's place of business. Any delivery fees are the responsibility of the Consignor.
7. Any item(s) not picked up within fourteen (14) days of notification from Consignee will become the property of Consignee and entire sales price, if sold, belongs to Consignee.
8. Consignee will retain 30 % of purchase price (less taxes) as a consignment fee, to be paid to Consignor as detailed below. \_\_\_\_\_ (initials of Consignee) \_\_\_\_\_ (initials of Consignor)
9. Alternatively, Consignee will retain 20 % of purchase price (less taxes) as a consignment fee, with the remainder to be issued as store credit to Consignor. Such store credit will be issued monthly, on the first of every month, and shall be valid for six (6) months from the date of issue. \_\_\_\_\_ (initials of Consignee) \_\_\_\_\_ (initials of Consignor)
10. Consignee agrees to collect and remit all sales tax due.
11. All proceeds due Consignor will be paid monthly (within 7 business days of the end of the month) if total amount due exceeds \$ 10.00. Amounts less than \$ 10.00 will be paid quarterly. Payment will be by check or cash, at the discretion of the Consignee. Payment is to be picked up by Consignor at the Consignee's place of business. Any delivery fees will be the responsibility of the Consignor.
12. If Consignor fails to claim proceeds within 14 days of notification that proceeds are available, then those proceeds will be forfeited to Consignee.

13. Consignor maintains complete responsibility for determining copyright status of all goods used in creating item(s) for sale. In particular, Consignor is responsible for determining the "Angel Policy" of all stamps used in creation of item(s) for sale. By offering items for sale with Consignee, Consignor is acknowledging they have a legal right to use all materials used in the creation of item(s) for sale. Under no circumstances will Consignee bear responsibility for copyright infringement.
14. Consignee shall have entire charge of the management and operation of his/her business. Consignor reserves no supervision or control over consignee in the facilities, employees and methods to be used and employed by Consignee in carrying out the purposes of this Agreement.
15. This Agreement is not assignable and may be terminated by either party on 14 days' written notice to the other.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
18. This Agreement shall be governed by the laws of the State of Kansas.
19. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**Consignor:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #                      Alternate Phone #

\_\_\_\_\_  
Email

**Consignee:**

Ink Paper Rubber  
7220 W. 80<sup>th</sup> Street  
Overland Park, KS 66204  
(913) 381-2217

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date