



Consignment Agreement with Ernest & Hadley Bookellers

This contract certifies the relationship between the CONSIGNOR (_____) and CONSIGNEE (Ernest & Hadley Bookellers).

For the quantity of books or other printed materials shipped to and/or left in possession of CONSIGNEE, CONSIGNOR agrees to:

- 1) Provide all items to be consigned to CONSIGNEE and to acknowledge that CONSIGNOR owns full, clear and rightful title to said materials.
- 2) Acknowledge that CONSIGNOR is entering this agreement voluntarily, without duress or impediment, and with a full and complete understanding of the contract's provisions and implications. And further, that any and all liability borne by CONSIGNEE shall be limited to either the return of unsold consigned materials or the payment of proceeds due the CONSIGNOR, subject to any additional limitations outlined below.

CONSIGNEE agrees to:

- 3) Grade, catalogue and price the books and/or materials, price being subject to CONSIGNOR approval.
- 4) As appropriate and at CONSIGNEE's discretion, place items for sale in store, online, in catalogs, at book fairs etc.
- 5) As appropriate and at CONSIGNEE's discretion, offer material directly to CONSIGNEE's established customers and clients.
- 6) Provide payment and accounting statement to CONSIGNOR by the 30th of the month for books sold in the previous month. Note: No statements are issued for months in which no items have been sold.

CONSIGNOR and CONSIGNEE agree that:

- 7) Proceeds paid by CONSIGNEE to CONSIGNOR will be as follows: 60% of agreed upon retail price upon sale of consigned item(s) unless otherwise noted. All expenses, discounts, commissions, shipping or other costs will be borne by CONSIGNEE out of his commission, unless previously approved by CONSIGNOR.

ERNEST & HADLEY

BOOKSELLERS

- 8) CONSIGNEE may at his discretion extend payment terms to buyers not to exceed 30 days (or 60 days in the case of institutions). For the purposes of CONSIGNEE/CONSIGNOR accounting and statements, books offered on terms shall not be considered sold until payment has been received by CONSIGNEE.
- 9) CONSIGNEE is in no way responsible for whether any items sell, nor to whom they are sold, or for what purpose.
- 10) Both CONSIGNOR and CONSIGNEE share financial responsibility for any item that is returned, for any reason, including all postage fees involved.
- 11) CONSIGNEE acknowledges insurance for consigned stock. However, CONSIGNOR acknowledges he/she has been advised to carry full insurance coverage (and any riders required) on consigned materials during the consignment period and agrees to accept any loss or liability from the CONSIGNOR's failure to do so.
- 12) Either party may end the contract for any reason after a term of 12 months, or sooner by mutual agreement. Costs, if any, of returning unsold books or material to CONSIGNOR reside with CONSIGNOR.
- 13) It is the responsibility of the parties to keep each other apprised of any change of address, email, phone number or other relevant contact information. Likewise any heirs, beneficiaries, agents or similar. In the event of CONSIGNEE's inability to contact CONSIGNOR via provided methods a certified letter will be sent to CONSIGNOR's last known address. If no response is received within 6 months from postmarked date of said letter, any remaining property or funds will be considered abandoned and CONSIGNOR releases CONSIGNEE from any and all damages or loss resulting from non-communication.
- 14) This contract represents the totality of the agreement, and that no other assurances, arrangements or understandings, verbal or otherwise, exists between the parties.

Signature of both parties below amounts to agreement to terms above:

CONSIGNEE, Easty Lambert-Brown (Owner)

Date

(CONSIGNOR)

Date