

CONSIGNMENT AGREEMENT

Agreement made this ____ day of _____ 20 ____ by and between _____ (Consigner), and

Canyons & Crags, 148 North 100 West, Cedar City, UT 84720 (Store).

Recitals

Store is a retailer of outdoor gear; Consigner has new or used outdoor gear listed in the List of Inventory (the "Gear") and desires to sell it and use the proceeds to purchase other gear from the Store; therefore, the parties agree as follows:

1. Scope of Agency. Consigner appoints the Store to act as Consigner's agent for the display and sale of the Gear in the Store. This agency shall cover only Gear submitted by the Consigner while this agreement is in force. The Store shall document receipt of all Gear consigned.

2. Consignment of Inventory. Store accepts on consignment the Gear listed on the List of Inventory attached to this agreement. Additional lists may be incorporated into this agreement if signed by both parties.

3. Pricing and Terms of Payment. Store shall sell the Gear only at the retail price specified on the List of Inventory. The Store and the Consigner agree that the Store's commission is to be fifteen percent (15%) of the retail price of the Gear. Both parties must agree to any change to the retail price or the Store's commission in advance.

4. Payment. The Store shall pay the Consigner all proceeds due the Consigner within thirty (30) days of sale of any Gear. Net proceeds (retail price less commission) will be paid to Consigner in the form of a credit memo redeemable toward the purchase of other gear from the Store.

5. Fiduciary Responsibilities. Consigner will retain ownership of the Gear until the Gear is sold and Consigner has been paid in full. Upon payment, ownership will pass to the purchaser. All proceeds from the sale of the Gear shall be held in trust for the Consigner until the Consigner is fully paid.

6. Loss or Damage. The Store shall be strictly liable for loss or damage to any consigned Gear from the date of delivery to the Store until the Gear is returned to the Consigner or delivered to a purchaser. In the event of loss or damage that cannot be restored, the Consigner shall receive the same amount as if the Gear had been sold at the retail price.

7. Transportation of Gear. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Gear from the Consigner to Store shall be borne by the Consigner.

CONSIGNMENT AGREEMENT

8. Security Interest. Title to and a security interest in any Gear consigned or proceeds of sale under this agreement are reserved to the Consigner. The Gear shall not be subject to claims by the Store's creditors. The Store acknowledges that it has no right to and shall not pledge or encumber any of the Gear in its possession nor incur any charge or obligation for which the Consigner may be liable.

9. Duration and Termination of Consignment. The Consigner and the Store agree that the initial term of consignment for the Gear shall continue until _____, 20 ____, and that the Consigner will not ask for return of the Gear prior to this date unless the agreement is breached by the Store. Thereafter, this agreement shall continue until written notification of termination from either party to the other. Within thirty days of the termination notification, all accounts shall be settled and all unsold Gear shall be returned to the Consigner at the Store's expense.

10. Miscellany. All modifications, deletions or additions to this agreement must be in writing and signed by both parties. This agreement constitutes the entire understanding between the parties hereto.

11. Governing Law. This agreement shall be governed by and in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF,

the parties hereto have signed this agreement as of the date below.

Consigner:

Signature: _____ Date: _____

For the Store:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONSIGNMENT AGREEMENT

LIST OF INVENTORY ON CONSIGNMENT

This is to acknowledge receipt of the following Gear on consignment:

Items	Description	Price
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Store acknowledges receipt of Gear listed above.

Canyons & Crags, 148 North 100 West, Cedar City, UT 84720
Phone: (435) 705-5873 Email: info@canyonsandcrags.com

Authorized Signature:

_____ Date: _____

Consigner Contact Information:

Name: _____

Address: _____

Phone: _____ Email: _____