



## CONSIGNMENT AGREEMENT

This agreement between Craftopia WA, LLC as represented by Cora Wells (owner) and \_\_\_\_\_ (Consignee), as will outline a program of inventory representation, consignment and /or purchasing. Craftopia WA, LLC agrees to represent the Consignee in good faith and to abide by the terms outlined in this agreement. Consignee agrees to abide by all conditions of this agreement in good faith as outlined below:

1. Craftopia will have the right to represent the agreed-upon inventory for a period of not less than three months. This agreement will continue automatically afterward until one of the parties notifies the other in writing. The agreement will terminate 30-days after such notice.
2. Inventory will reside at CraftopiaWA LLC, 1002 East F St, Tacoma, WA 98421. Craftopia also maintains an online store and other online marketing/sales channels that the inventory may be a part of. Craftopia may remove inventory to sell at offsite events and will be responsible for all liabilities therein. Craftopia will have sole discretion regarding inventory to promote online or off-site depending on the platform, event demographics, and space logistics.
3. Craftopia will clearly mark all inventory items that are to be consigned. Sales price is to be determined by the consignee. Craftopia may suggest changes to pricing depending on popularity and sales, but will not make any changes without the consignee's permission. Craftopia may occasionally run deals and sales. The sales discounts will be taken from Craftopia's profits and will not affect the consignee's payout.
4. The percentage split for the consignment is 60-40. Craftopia will return 60 percent of the sale price of every item to Consignee, and as compensation for identifying, counting, stocking, marketing, and tracking inventory and sales transactions, Craftopia will retain 40 percent. Craftopia will be responsible for collecting and reporting all applicable sales tax.
5. Payment to consignee will occur N-45 terms after the close of the transactions for any quarter. This is to allow for possible returns from customer(s). As an example, if Craftopia sells a consigned item on February 15<sup>th</sup>, or on any day in February, payment of the 60 percent will be due and payable on May 15<sup>th</sup>, which is 45 days after the close of 1<sup>st</sup> quarter (3/31). Payment may occur more often during busy sales periods. Payment will be made by check, mobile payment app (such as cashapp or Venmo) or direct deposit (via our credit union's app) at the consignee's preference. We cannot provide payment via Paypal at this time.
6. Craftopia will provide detailed transaction history of all parts in consignment on a quarterly basis, including a sign off on starting inventory, transaction history in and out of warehouse, and ending inventory. This report shall show all counts and sales prices so both parties can track the inventory and profit generated.
7. Consignee will notify Craftopia immediately of any change in represented inventory part(s). This includes but is not limited to use of inventory part(s), changes in products, changes in pricing, etc. Consignee may remove or exchange items at any time. Consignee understands that doing so may result in a delay in items being available at the shop or consignment payout while Craftopia updates inventory resulting from such changes.

8. Craftopia is not responsible for warranty on items sold out of consignment. Any issues arising from a defect of the item will be forwarded to the consignee to be resolved. If a product must be returned to Craftopia through defect or other circumstance, the product will be returned to the consignee and refund processed from the next consignee payout.

9. Craftopia agrees to indemnify and hold harmless consignee and all persons claiming under this agreement against any and all claims, demands, costs, loss, damage, or liability arising out of (1) Actual or alleged defects in material, workmanship, or design of materials furnished by Consignee hereunder: and (2) personal injury, including death, or loss or destruction of property arising from causes directly or indirectly by any act or omission of any agent, employee, or subcontractor of Craftopia in performance of its obligations hereunder.

10. In no event will Consignee be liable for any lost profits, special, consequential, incidental or direct damages arising out of this agreement, whether based on breach of contract, tort (including negligence), or otherwise and whether or not consignee has been advised of the possibility of such damage.

11. Craftopia agrees to maintain all applicable licensing to operate a retail consignment area. Craftopia will issue applicable tax forms as required by law after the end of each sales year. Consignee is responsible for remaining in compliance with local, state and federal laws and licensing requirements for their business.

13. Craftopia agrees to maintain general liability and business insurance which covers all items, including consignment, in the event of theft, loss, damage, fraud, acts of violence or terrorism, or natural disaster.

Consignee acknowledges that all information concerning Craftopia and its business practices, including the details of this agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.

Craftopia acknowledges that all information concerning Consignee and its business practices, including the details of this agreement, are proprietary in nature and will hold said information in confidence, not revealing it by any means, to any persons, even after the expiration of this agreement.

\_\_\_\_\_  
Craftopia Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consignee Signature

\_\_\_\_\_  
Date

I prefer to receive my payout via:

\_\_\_\_\_ : Check

\_\_\_\_\_ : Direct Deposit (via app used by our credit union) Cell phone: \_\_\_\_\_

\_\_\_\_\_ : Venmo