**Consignment Contract**

This Consignment Agreement (the “Agreement”), is entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, provides for the terms and conditions governing the contractual relations between the following parties who agree to be bound by this Agreement:

Consignor:

Consignee: Cera Brooks/Jordan Willoughby Sunshine Health Market

**WHEREAS**, Consignor owns right and title to the commodities on consignment (the “Merchandise”),

**WHEREAS**, Consignee desires to take possession of the Consigned Items with the intention of selling the said merchandise on behalf of the Consignor;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**GOODS**. The following products shall be sold on consignment:

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| **Item Description** | **Price** |
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**RIGHT AND TITLE**. The consignor owns the Merchandise until the same is purchased or to the terms agreed upon by the Parties.

**RIGHT TO LIMITED USE AND SELL**. Consignor grants Consignee the right to sell the Product. Consignee is likewise granted the right to display and sell the Merchandise in a way the Consignee finds it deemed best for said Merchandise to possibly be sold, but nonetheless in accordance with the terms and conditions specified in this Agreement.

**PRICING**. The minimum price of the Merchandise at which the Consignee may sell is/are indicated in the Goods clause. Any amount that the Merchandise is sold above the minimum shall entitle the Consignor the excess amount. An amount below the minimum amount sold by the Consignee shall make the Consignee responsible for the price difference of the indicated minimum amount in this Agreement and the price sold of the Merchandise.

**CONSIGNMENT FEE**. None. Consignee will add a margin on top of the consignor’s listed price to make any profit.

**MUTUAL MARKETING.** Both the Consignee and Consignor agree to mutually market the products listed within the contract weekly on their given social media pages and ensuring to Tag/Share/refer back to the physical location and manufacturer. The Consignor also agrees to promote their product in store at minimum once monthly either on the 1st Tuesday of the month or 3rd Saturday of the month or alternative day with prior approval of Consignee.

**PAYMENT DELIVERY**. Consignee shall deliver payment and the number of sales of the Merchandise sold on the 1st and 16th of each month

**FORTUITOUS EVENT**. No Party shall be held liable in case of a fortuitous event and by which parties are not at fault, or by acts of God which parties could not have reasonably foreseen or foreseen but could have been avoided.

**INSURANCE**. Consignee shall maintain insurance coverage that shall be sufficient to compensate the Consignor in the event of fire, damage, robbery, theft, or otherwise.

**RETURN OF UNSOLD MERCHANDISE**. The Consignee shall return the unsold merchandise at the request of the Consignor. In case it was not returned within the period prescribed, the said merchandise shall be considered sold and cost shall be borne by Consignee.

**INDEMNITY**. Each Party hereby agrees to indemnify and hold harmless the other, their employees, representatives, and assigns, against any and all damage, liability and loss, and other damages that may arise or otherwise related to this Agreement except in such that a competent court finds that one Party caused deliberate damage, liability, or loss through bad faith, willful misconduct, or gross negligence, in which case no indemnification shall be provided for the said Party.

**MODIFICATION**. No amendments, changes, or modifications to this Agreement shall be considered to have been made and valid unless otherwise made in writing, agreed upon and signed by both Parties.

**COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute as one and the same Agreement.

**NON-TRANSFERABILITY**. This Agreement may not be assigned, alienated, attached, pledged, or otherwise sold to any party in whole or in part.

**ASSIGNMENT**. This Agreement inures the benefit of and is binding upon the assigns, heirs, respective successors, and legal representatives.

**GOVERNING LAW**. This Agreement shall be construed under the terms of the governing laws and jurisdiction of the state of Louisiana, to the exclusion of other states.

**TERMINATION.** This Agreement will begin at the time of the date of its execution, and upon signing of the Parties and will cease upon express written intent of any of the Parties herein.

**IN WITNESS WHEREOF**, the Parties hereunto has executed this Agreement, on the day and year set forth below.