



CONSIGNMENT AGREEMENT

Thank you for choosing Molcajete Tienda (a subdivision of Molcajete Events LLC) to help sell your Products. We look forward to an ongoing, mutually successful business relationship with you.

On this day _____

Molcajete Tienda LLC (Consignor) and

_____ Consignee

_____ Shop Name

_____ IG Handle

_____ Website

Do hereby enter into the following agreement (Choose Option):

- 35% Consignment Only, One-time \$20.00 Registration Fee
- One Shelf Slot Rental \$50.00 per month + 17.5% Consignment
- Three Shelf Slot Rental \$130.00 per month + 17.5% Consignment
- 3' x 4' Floor Rental + 17.5% Consignment

1. **CONSIGNMENT OF GOODS:** The consignee appoints Molcajete Tienda as agent for the Products consigned under this agreement, for the purposes of sale. Molcajete Tienda shall not permit the Products to be used for any other purposes without the written consent of the consignee. All Products must be Latino inspired, except for Bath and Body items. All Products are subject to approval. Molcajete Tienda reserves the right to reject all or any Products even if the consignee has previously consigned with us. Molcajete Tienda shall sell Products at the retail price specified on the inventory sheet(s) of this agreement.

Consignee hereby consigns to Molcajete Tienda, and Molcajete Tienda accepts on consignment, the products listed on the attached inventory sheet, which is a part of this

agreement. Additional Inventory Sheets may be incorporated into this agreement if both parties agree. Consignee shall sign off on all inventory sheets.

2. **DURATION OF CONSIGNMENT:** The Consignee and Molcajete Tienda agree that the initial term of consignment is to be as follows:

- 3 Months for floor space rental
- 1 Month for any Shelf rental
- 1 Month for Consignment Only

Term to begin on the date the contract is signed. The consignee will not ask for return of their Products prior to this date unless the agreement is breached by Molcajete Tienda. If Items are removed without ending of contract, you may not qualify to consign with Molcajete tienda again. After the initial contract agreement has completed, Molcajete Tienda will evaluate and review the contract to determine if the consignee qualifies to renew for another term.

3. **TRANSPORTATION RESPONSIBILITIES:** Molcajete Tienda will not be responsible for any charges included in the transportation of the products sent to the store. Any risk of loss or damage incurred in the delivery of Products from the consignee to Molcajete Tienda shall be the full responsibility of the consignee.

OUT OF STATE CONSIGNEE: Consignee is responsible for the delivery of the goods, Molcajete Tienda will not be responsible for any damage or loss through transit.

4. **LOSS & DAMAGE:** Consignee shall be liable for any loss or damage occurring to the Product if it is damaged before sale. We encourage consignee to maintain insurance in an amount equal to or greater than the replacement cost of the Products. While every reasonable effort will be made by Molcajete Tienda, LLC to safeguard consigned merchandise, Molcajete Tienda assumes NO liability for the loss, damage to, or destruction of any consigned item(s) by fire, theft, accident, or any other cause.

(Consignment stores typically do not take ownership of the items that consignors place with them. Although commercial property insurance provides some coverage for items that are left, coverage typically has fairly low limits)

5. **SALES TAX:** Molcajete Tienda agrees to collect and pay California Sales Tax.

6. **RENTALS, FEES, & PAYMENT:**

RENTAL RATES:

Shelving Rental: 1 Shelf \$50, 3 Shelves \$130

Floor Space Rental: 3' x 4' \$200

All rentals will be due on the 1st of every month and must be set on Auto Pay within our system. No other source of payment will be accepted. If payment does not go through, your items will be removed from the designated rental location, and your space will be offered to the next interested vendor. At that time, your items will automatically move to full consignment with a rate of 35%

FEES

Consignee agrees that the Consignment Fees are as follows:

- 35% Consignment Only
- One Shelf Slot 17.5% Consignment
- Three Shelf Slots 17.5% Consignment
- 3' x 4' Floor Rental 17.5% Consignment

The fees will be deducted regardless of the retail price of the products.

PAYMENT

Payment for all sold products will be paid out in the form of a check. Checks will be issued on the 15th of every month. A sales report will be included with every payment.

7. **RETURN POLICY:** Molcajete Tienda's return policy for all Merchandise is 7 days. Returns will only be granted if products are defective or exchanged for a different size. Store Credit will not be offered for any returns. If any returns are made for your products, we will deduct it from your sales reports, and defective items will be returned to you.
8. **PROMOTION:** Molcajete Tienda shall use its best efforts to promote the sale of Products. Molcajete Tienda agrees to place Products in a prominent place in the establishment. Consignee understands that while Molcajete Tienda agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guarantee that a sale will occur. Consignee also agrees to promote on all social media platforms, that the items are being showcased at the Molcajete Tienda Store.
9. **VIDEOS/PHOTOS:** Consignee agrees that the items listed on the inventory sheet might be used in videos and photos, including in store filming, commercials, or any other media related filming.
10. **INVENTORY:** An inventory sheet(s) must accompany all products presented in this consignment contract. The inventory sheet is the legal record of the Products covered by this agreement. Both Consignor and Consignee will have to review and sign every inventory sheet presented to the store.
11. **TERMINATION:** This Agreement may be terminated by either party, upon notice in writing, with a minimum of 15 days' notice.

12. RELATIONSHIP OF THE PARTIES: The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship. This Agreement is for the sole and express purpose of the consignment and sale of the Products.

13. SIGNATURES:

_____ Consignee Printed name

_____ Consignee Signature

_____ Date

_____ Consigner Printed Name
Molcajete Tienda Representative

_____ Consigner Signature
Molcajete Tienda Representative

_____ Date

