

# Old North State Food & Provision Company

*Your Source for Local Food Products*



**CONSIGNMENT CONTRACT**

**Consignment Agreement**

WHEREFORE, \_\_\_\_\_, Consignor of certain items more particularly described hereinafter and North Carolina Food & Provision Company, Consignee for and in exchange of good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement ("Agreement") do agree to the following:

- 1. **Ownership.** Consignor warrants, covenants and agrees that the items being sold are produced by Consignor and that there are no liens, judgments or other encumbrances against the ownership, including all rights of sale or transfer, of the consigned items. The parties agree that title to the consignment shall remain in Consignor until such consignment is sold in severable parts or in whole by Consignee.
- 2. **Documentation.** The Consignor shall provide all legal documents including but not limited to inspections, and tax exemptions. The Consignee shall not complete any transaction without all documentation.
- 3. **Description of Consignment.** Consignor agrees to deliver, and Consignee agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this Agreement, the following described terms): If more space is needed, use a blank sheet of paper.

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Consignor states and agrees that the description(s) of the consigned items are true and correct to the best of Consignor’s knowledge and belief and further, that no undisclosed defects in such consignment are known to Consignor.

- 4. **(Non-Exclusivity or Exclusivity) of Agreement.** The consignee shall not have the exclusive right to market and sell the items described hereinabove. Consignor shall have the right to sell the items described hereinabove for his own account.
- 5. **Price.** The offering price(s) to the Consignee be determined by Consignor. Consignor will determine the price to the end user.
- 6. **Time of Payment(s) to Consignor.** Consignee shall be paid for products sold by the 10<sup>th</sup> day of the following month. Consignee shall provide thirty (30) days’ notice for any price changes.

7. **Product Shelf Life.** Consignor shall provide documentation of each products shelf life. Consignee shall notify Consignor of any products that have not been sold when the documented shelf life date reaches the half way point. Consignor will be responsible for any replacement or pickup of products that have not been sold unless the Consignor agrees in writing that the product should remain in Consignor's possession.
8. **Amount(s) of Payment(s) to Consignor.** Consignor agrees to consign items to Consignee at the price agreed upon in section five (5). Consignee may sell consigned items at an increased price as determined by Consignee. Consignor shall be due and payable to Consignor for sale of the items subject to this Agreement. Consignee shall provide a monthly written statement listing all sales made of the items subject to this Agreement including the dates of such sales.
9. **Termination of this Consignment Agreement.** The Consignee may terminate this Agreement at any time by returning to Consignor any or all of the unsold items which is the subject of this Agreement. Consignor may terminate this Agreement at any time so long as such termination is made before the sale of items which are subject to this Agreement. The expense of delivery of any unsold items shall be paid by the Consignor. Prior notice of termination shall not be required of the terminating party. Consignor agrees to remove any unsold items within thirty (30) days of termination.
10. **Operation of Consignee's Business.** The consignee shall have the exclusive right to determine the business operation and management of its premises. Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees or agents.
11. **Retail Shelf Space.** Consignment of products for warehousing does not guarantee placement on retail shelves in any other business entity owned by Consignee.
12. **Advertising.** Consignee may use Consignor's name or other identifying information in the advertising, promotion and sale of the consigned items. Consignor shall provide high quality photography, description, nutritional information (if applicable), allergen declarations/disclaimers, and ingredient list of all products listed in this contract. Any other merchandise beneficial for marketing items shall be available upon request. The consignor shall provide samples upon request at no additional cost.
13. **Assignment.** This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.
14. **Construction.** This Agreement shall be construed and governed according to the laws of the State of North Carolina.
15. **Waiver.** Waiver, forbearance, course of dealing or trade usage shall not affect the right of a party to demand performance of any term or condition of this Agreement.

16. **(NOT REQUIRED) Member Plus.** Member Plus is an optional service offered by Consignee. The Consignor will pay an annual fee of \$100.00. In consideration for this fee, Consignee will provide the following services:

- Follow-up on sales leads provided by Consignor.
- Member Plus Consignors will be given prominent positions within the sales catalog.
- Member Plus Consignors will receive 50% off Vendor Fair fees, early application acceptance and preferred location selection at Vendor Fair to be held by Consignee.
- Member Plus Consignors will be invited to demonstrate their products first at any Vendor Fair to be held by Consignee.

AGREED AND EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

Consignor: \_\_\_\_\_  
\_\_\_\_\_

Date:

Company Name: \_\_\_\_\_

Consignee: \_\_\_\_\_  
\_\_\_\_\_

Date: