**CONSIGNMENT AGREEMENT**

This Consignment Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [CONSIGNOR], (the “Consignor”), and [CLIENT] (the “Client”), with each having an address indicated on the signature page below. Both the Nanny and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Consignor is in the business of selling products on behalf of third parties;

 WHEREAS, Consignor agrees to accept on consignment from Client and to sell the products set forth in Schedule A hereto (the “Products”), on the terms and conditions described herein;

 WHEREAS, Consignor agrees to purchase from Client any Products sold by Consignor one (1) day prior to shipment to the buyer/customer.

 NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties agree as follows:

1. *Owner of Products.* All Products shall remain property of Client until one (1) day prior to the date Consignor has shipped the Products to the end customer (each a “Customer”). One (1) day prior to shipping a Product to a Customer, Consignor shall purchase the Products from Client for the price articulated on Schedule A, and shall take title to the Product to be sold.
2. *Storage of Products.* The Products shall be stored by Consignor in a warehouse located at [ADDRESS] (the “Location”). The Client shall deliver the Products at its sole expense to the Location on or before [DATE]. Consignor at its own cost and expense agrees to store the Products at the Location.
3. *Return of Products.* Consignor may at its own election return the Products to the Client following at least thirty (30) days’ notice to Client and Consignor’s payment of all return shipping costs. If Client demands return of any unsold Products within [DURATION] of the date of this agreement, the Consigner shall return such Products to the Client within thirty (30) days of such written notice, but the Client shall pay all return shipping charges. After [DURATION], the Client may demand return of the remaining Products and the Consigner shall deliver the Products to the Client at its expense within thirty (30) days of such written notice.
4. *Sale of Products.* Consignor agrees to use its best efforts to sell the Products to Customers. Consignor agrees, upon the sale of any Products, to maintain proceeds due Client in trust, and separate and apart from its own funds and deliver such proceeds to Client monthly, within fifteen (15) days of the end of any calendar month in which any sale was made. Consignor shall furnish the Client with monthly statements indicating all Product sales during the preceding month and the extent of current inventory along with such payment.
5. *No Client Control.* Consignor shall have entire charge of the management and operation of Consignor’s business. Client reserves no supervision or control over Consignor in the facilities, employees, methods to be used and employed by Consignor in carrying out the purpose of this Agreement. Consignor agrees that all costs of publicity, promotions, public relations and/or other sales efforts, with respect to the Products are the sole responsibility of Consignor.
6. *Damage to Products.* Client is responsible for insuring the Products against loss or damage while said Products are within Consignor’s possession until title is taken one (1) day prior to the shipment of a Product to a Customer. Consignor shall be responsible for loss or damage to the Products resulting from Consignor’s intentional misconduct or gross negligence.
7. *Termination.* This agreement is not assignable and may be terminated by either party at will upon thirty (30) days written notice. Upon termination, all unsold Products shall be returned together with payment of any monies due.
8. *Assignment.*No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
9. *Governing Law; Venue.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
10. *Counterparts.*This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
11. *Attorney’s Fees.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.
12. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Consignor

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

[CONSIGNOR]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

CLIENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**SCHEDULE A - PRODUCTS AND PRICING**

The following is a list of Products to be sold by the Consignor to Customers. The Consignor agrees to remit to the Client the price indicated next to each Product, in accordance with Section 1.

[LIST OF PRODUCTS AND PRICE TO BE PAID TO CLIENT BY CONSIGNOR]