

Mid-City Artisans

Consignment Agreement

Thank you for choosing Mid-City Artisans to help sell your creations. We look forward to an ongoing, mutually successful business relationship with you.

AGREEMENT: On this day _____, Mid-City Artisans, LLC, a Louisiana Limited Liability Company, hereinafter referred to as "Consignee" and _____ (Consignor) do hereby enter into the following agreement:

1. **Agency; Purposes.** Consignor appoints Mid-City Artisans as agent for the creations consigned under this agreement, for the purposes of sale in the store, on mid-cityartisan.com, at an off-site event or rental to the movie industry or for home staging. Mid-City Artisans shall not permit the creations to be used for any other purposes without the written consent of the Consignor. Mid-City Artisans reserves the right to reject any or all creations even if the Consignor has previously consigned with us.
2. **Consignment.** Consignor hereby consigns to Consignee and, employs said Consignee to sell the personal property identified in the Inventory on mca.simpleconsign.com subject to provisions set forth below. This Contract shall apply to all property now or hereafter received by Consignee from Consignor, until replaced by a new Contract of Consignment of later date. Consignor agrees that the provisions hereof apply to all property received from Consignor. Consignor also maintains any, and all, if any, copywrites, trademarks, etc. of their creations.
Ownership remains with Consignor even after it placed in Mid-City Artisans' store until it is purchased by the buyer and the Consignor is paid in full.
3. **Duration of the Consignment**
The Consignor and Mid-City Artisans agree that the initial term of consignment for the creations is to be 90 days from the item Start Date listed in the inventory.
The purpose of the duration is to provide protection for both the artisan and Mid-city Artisans. Contract extensions are automatic unless either the Artisan or Mid-City Artisans desires the product not be offered for sale through the store.
Consignor agrees to not ask for return of their creations prior to this date unless the agreement is breached by Mid-City Artisans.
 1. **After the 90-day minimum contract**
The Consignor has the right to demand all or some of their creations back.
Mid-City Artisans has the right to request an Artisan pick up their items if it is determined that the creations are not a good fit for the store. If this is the case, Mid-City Artisans may remove items from display and store the items until pickup or display the item until pickup. If it is believed that the item is overpriced, Mid-City Artisans will obtain Artisan's consent to reduce the agreed price. An email from the Consignor stating agreement will be the same as actual initials. The item will be updated with the new agreed upon price and commissioned at the same percentage.
 2. **Retrieval of items**
After 90 days but not later than 120 days, if the consignment is not renewed, Consignor must arrange for the creation(s) to be picked up/shipped back. Consignor must also schedule an appointment to pick up the items by calling 225-412-2802.
 3. **Notifications**
It is the Consignor's responsibility to check the mca.simpleconsign.com website for expiration date.
Consignor is responsible for providing up to date correspondence information on the mca.simpleconsign.com website.
If we lose contact with Consigner after 120 days or more from item(s) Start Date on the inventory sheet, item(s) will become the property of Mid-City Artisans without recourse.
 4. **Transportation Responsibilities**
Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of creations from the Consignor to Mid-City Artisans, shall be the responsibility of the Consignor. Packing, shipping, insurance, and other handling expenses from Mid-City Artisans to the Consignor is the sole responsibility of the Consignor.

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5. Responsibility for Loss, Damage, Insurance Coverage

Mid-City Artisans will be responsible for the safe keeping of all consigned creations while they are in its custody. Mid-City Artisans represents that they will maintain insurance for theft and damage and that the consigned merchandise will be covered by said insurance while it is in our Mid-City Artisans' possession. While our insurance covers theft due to a break-in after hours it does not cover loss due to shoplifting. This loss, as well as damage repair, is the responsibility of the consignor. Mid-City Artisans will take every reasonable action to reduce shoplifting by having locking cabinets for certain items, installing cameras, and merchandising to minimize theft.

6. Taxes

Mid-City Artisans agrees to collect and pay all Louisiana state and local sales taxes.

7. Pricing

Mid-City Artisans shall sell creations at the agreed upon retail price by both parties as is specified on the Inventory Sheet(s) of this agreement or entered at mca.simpleconsign.com. Either Mid-City Artisans or the Consignor may request the price be adjusted. If both parties agree, Mid-City Artisans will adjust the retail price in their POS software. Mid-City Artisans will include a 3% surcharge on the sticker price of each item to cover credit card and other processing fees. This 3% is not included when calculating the percentage to be paid the Consignor. Mid-City Artisans and the Consignor agree that Consignor's price is the price stated on the Inventory Sheet, regardless of the actual retail price during the initial 90-day term unless both parties have agreed to adjust the retail price.

8. Commission

The following splits will be honored and are based on the retail price not including the 3% as listed in the POS software.

1. **Non-Food Items under \$20.01:** Consignors will receive 70% of the retail sales price.
2. **Non-Food Items equal to or greater than \$20.01:** Consignors will receive 60% of the retail sales.
3. **Non-Food Items that are rented:** Consignors will receive 50% of the rental rate. Once returned to stock items will be split at the appropriate rate.
4. **Food Items under \$20.01:** Consignors will receive 80% of the retail sales price.
5. **Food Items equal to or greater than \$20.01:** Consignors will receive 70% of the retail sales.

9. Terms of Payment

Mid-City Artisans' return policy for all unopened resalable Merchandise is 7 days. Payment to Consignor for all sold creations will not be issued until after the 7-day return period and paid monthly by electronic transfer or paper check by specific agreement. Consigner must setup banking information on mca.simpleconsign.com. Consigner may check the mca.simpleconsign.com website anytime to view inventory status and amount owed.

A payment processing fee of \$1.50 will be deducted from all ACH or paper check payments over \$15.00. Monthly payments under \$15.01 will be paid in cash in the store or held till the balance is over \$15.00.

10. Promotion

Mid-City Artisans shall use its best efforts to promote the sale of the creations by merchandising the items to highlight the product and may rotate its location in the store. Items may also be rotated in and off the showroom floor so customers can experience a wide variety of creations. Consignor shall provide a self-photo along with a bio telling 'their story' and describing their art. This information will be used in the store, on our website, and as appropriate on social media. Any marketing tools, such as logo, pictures, etc. that Consignor owns and would like Mid-City Artisans to use in their promotion/advertising will need to be provided when contract is signed. Consignor understands that while Mid-City Artisans agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guarantee a sale will occur.

Consignor is encouraged to use social media or other means to advertise that their creations are available for sale at Mid-City Artisans.

11. Custom Orders

Mid-City Artisans with the agreement of the Consignor, may accept custom orders or commissioned work. All custom orders will be reviewed with the Consignor prior to accepting the order. Consignor agrees not to contact the client for the purpose of selling directly to the client and Mid-City Artisans will be informed or receive a copy of any communication between artisan and client that relates to this creation while the contract remains in effect. All custom orders will be paid at the same 60% / 40% split.

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12. Inventory

The Consignor should use the mca.consignoraccess.com website to enter their inventory prior to bringing it in to the store.

Alternately, the inventory sheet, available on Mid-CityArtisans.com, must accompany all creations presented to Mid-City Artisans per this consignment contract. Fill out the inventory sheet completely! The inventory sheet is the legal record of the creations covered by this agreement. Mid-City Artisans will keep one copy and return the other to the Consignor.

13. Procedures for Modification

Amendments to this agreement must be signed by the Consignor and Mid-City Artisans and attached to this agreement. All inventory sheets, whether attached, submitted at a later date, or entered on mca.simpleconsign.com, are considered part of and covered by this contract. Both parties must initial any deletions made on this form and any additional provisions written into it.

14. Signatures

Y / N (Circle one) I agree to accept custom orders and understand Mid-City Artisans will contact me prior to accepting a custom order. _____ (Initial)

	Consignor	Mid-City Artisans
Printed Name		Maria Harris
Signature		
Date Signed		
Phone		225-412-2802
Email		info@mid-cityartisans.com
Address		516 Moore St Ste 101 Baton Rouge, LA 70806