

HYDE PARK ANTIQUES CENTER, LLC

Dated: _____, 20__

Outside Consignment Agreement

IT IS AGREED:

1. Hyde Park Antiques Center, LLC (HPAC) is the owner/operator of an Antique Mall premises located at 4192 Albany Post Road in the Town of Hyde Park, New York.
2. An Outside Consignor is the person identified below who is not already leasing space at a recurring monthly rental charge for antique/collectibles sales as a Vendor at the HPAC premises but who wishes to place their own such merchandise for sale at the HPAC premises on a commission-on-sale basis.
3. Outside Consignor may place not more than three (3) furniture items and such quantity of other items as HPAC may permit at the premises for not more than ninety (90) days after the date of this agreement before decision by HPAC for either renewal of consignment or removal of the merchandise.
4. Outside Consignor items shall be approved by HPAC as to acceptability and quality. Each item shall be clearly marked with a specific ticket provided by HPAC showing the asking price, a description of the item, the Outside Consignor's assigned ID number and, if desired, any identifying inventory or tracking number utilized by the Outside Consignor.
5. Discretionary price discounting will be established by Outside Consignor in advance. Price changes or reductions are not to be shown on the original ticket. Instead new tickets shall replace a prior price ticket to make price changes or reductions when desired.
6. Placement of Outside Consignors merchandise in the HPAC premises shall be within the sole discretion of HPAC and may be changed at any time. HPAC may, in its sole discretion, remove an item of merchandise from the sales area at the termination of this agreement.
7. The fees due HPAC from an Outside Consignor are a one-time fifteen dollar (\$15.00) administrative fee to be paid upon signing, and then a commission of thirty-six percent (36%) of the price (excluding sales tax) upon sale of each item, and HPAC shall deduct this fee from the sale proceeds before remitting the balance due to the Outside Consignor as soon as practical after the end of the month in which the sale is made.
8. HPAC shall bear absolutely no responsibility for any risks of fire, hazards, theft, injury/damage or other actions that may harm the Outside Consignors merchandise while placed at the HPAC premises. If Outside Consignor wishes to protect or insure their merchandise value while it is on consignment, Outside Consignor must obtain their own private insurance coverage for their merchandise. Outside Consignor shall indemnify and hold HPAC harmless from any claims existing out of the placement or sale of Outside Consignor's merchandise at HPAC premises.

