

**Made In Baltimore Store
Vendor Consignment Agreement
October 2019 – December 2019**

| | |
|------------------|--|
| Business Name: | |
| Contact Name: | |
| Contact Email: | |
| Contact Phone: | |
| Website: | |
| Mailing Address: | |

This Consignment Agreement states the terms and conditions that govern the contractual agreement between Made In Baltimore LLC (the Consignee) located at 20 W. North Ave and [], located at [] (the “Consignor/Vendor”) who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the items described on Exhibit A attached hereto Inventory Sheet, and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party.

TIMEFRAME

This agreement covers the period of operation of the Made In Baltimore Store at 20 W. North Avenue from October 1st, 2019 - December 31st, 2019. Unless otherwise stated in writing by Made In Baltimore, all un-sold items submitted under this agreement must be collected by consignors no later than 5PM on January 16th, 2020.

CONSIGNMENT FEE

The consignee will retain 40% of all sales of products at the Made In Baltimore Store. The consignee will collect and manage any sales tax for the item(s) sold under this agreement. Any credit card fees or product discounts will be subtracted from portion of sales retained by the consignee. Vendors who volunteer at the store may have the consignment fee reduced. See Volunteer Application for details.

PAYMENT

Consignors will be paid monthly by check for all products sold at the Made In Baltimore

Store. Sales will be tallied on the last business day of each month, and checks issued to consignors no later than the tenth business day of the following month.

VENDOR FEE

All vendors must pay a monthly vendor fee of \$25 in order to have products displayed for sale at the Made In Baltimore Store. Vendor fees will be subtracted from monthly product sales amounts, and reflected in monthly vendor payments. If a vendor's sales in a single month do not exceed \$40, the vendor fee will be waived.

Vendors who volunteer at the store may have the vendor fee waived. See Volunteer Application for details.

The below table shows fees applied to two different monthly sales totals: \$500 and \$40 (left column). The middle two columns show fees retained by Made In Baltimore, and the right column shows the amount a vendor receives in the monthly pay-out.

| Vendor Monthly Sales | 40% Consignment Fee | Vendor Fee | Consigner Pay-Out |
|-----------------------------|----------------------------|-------------------|--------------------------|
| \$500 | -\$200 | -\$25 | \$275 |
| \$40 | -\$16 | Waived | \$24 |

INSURANCE

The Consignee represents and warrants that the Consignee shall maintain insurance coverage sufficient to compensate the Consignor for the fair market value of the Consigned items in the event of damage due to fire. While every attempt will be made to keep the premises secure, the consignee is *not responsible* for any items lost due to theft.

LOCATION OF ITEMS

The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at 20 W. North Ave unless otherwise agreed upon by the Consignor in writing.

MERCHANDISING

The Consignee retains all right to merchandise products for display as seen fit by the Store Manager. The Store Manager will make every effort to ensure that vendors within each product category receive equal amounts of display space (Example: Space in a

jewelry case is divided equally among all jewelry; Space on clothing racks is divided equally among clothing products).

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Maryland and subject to the exclusive jurisdiction of the federal and state courts located in Baltimore, MD

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[CONSIGNOR/vendor]

NAME

DATE

Made In Baltimore, LLC

NAME

DATE