

**Made In Baltimore Online Store
Vendor Consignment Agreement
November 2020 – January 2021**

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 36 S. Charles Street, Baltimore, MD 21201 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 Online Store at www.madeinbaltimore.org from November 1st, 2020 - January 1st, 2021. 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 20th, 2021.

CONSIGNMENT FEE

The consignee will retain 30% 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.

THIRD PARTY FULFILLMENT

Made In Baltimore is contracting with Flying Cloud Fulfillment (FCF), located at 11100 Gilroy Road, Suite A, Hunt Valley, MD 21031, to handle all storage and online order fulfillment for products in the Made In Baltimore Online Store. Made In Baltimore will collect all consignor products on November 11, 2020 at Open Works, located at 1400 Greenmount Avenue, Baltimore, MD 21218, and transport said products to FCF for storage and fulfillment.

RE-STOCKING

Consignee will notify consignors of inventory counts by email on a weekly basis for the duration of the agreement. Consignors will be able to provide items for re-stocking to consignee at agreed upon dates, times, and locations, as provided in writing by consignee.

PAYMENT

Consignors will be paid by check for all products sold at the Made In Baltimore Online Store. Sales will be tallied between January 4 - 8, 2021, and checks issued to consignors no later than January 20, 2021.

RISK OF LOSS, LIABILITY, & 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 loss or fire, not to exceed \$500. While every attempt will be made to keep the premises secure, the consignee is *not responsible* for any items lost due to theft.

FCF shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by FCF to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances.

In the event a Consignor product(s) is lost or damaged in transit by the shipping carrier, neither Made In Baltimore or FCF will be liable.

LOCATION OF ITEMS

The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at Flying Cloud Fulfillment, located at 11100 Gilroy Road, Suite A, Hunt

Valley, MD 21031, unless otherwise agreed upon by the Consignor in writing.

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