

**Made In Baltimore Holiday Shop - Storefront and Online
Vendor Consignment Agreement and Frequently Asked Questions
November 4, 2021 – January 9, 2022**

This Consignment Agreement states the terms and conditions that govern the contractual agreement between Made In Baltimore (MIB) LLC (the Consignee) located at 36 S. Charles Street, Suite 2100, Baltimore, MD 21201 and [BUSINESS NAME], located at [BUSINESS ADDRESS] (the “Consignor/Vendor”) who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the items described in the Made In Baltimore Holiday Store Online Application, 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 MIB Holiday Shop storefront and online store from November 4, 2021 - January 31, 2022. Unless otherwise stated in writing by Made In Baltimore, all unsold items submitted under this agreement must be collected by consignors no later than 5PM on January 16th, 2022. Any items left behind will be donated to a local non-profit.

CONSIGNMENT FEE

The consignee will retain 30% of all sales of products at the MIB 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 the portion of sales retained by the consignee. Vendors who volunteer at the store may have the consignment fee reduced to 10% for 16 volunteer hours worked per month. See the Volunteer section of the FAQ at the end of this agreement for more information.

PAYMENT

Consignors will be paid by check at the end of the consignment period for all products sold at the MIB storefront and online. Sales will be tallied and checks issued to consignors no later than February 1, 2022.

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 or items damaged.

LOCATION OF ITEMS

The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at 2700 Remington Avenue, Baltimore, MD 21211 and/or 11100 Gilroy Road, Suite A,

Hunt Valley, MD 21031(online store only) 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

FREQUENTLY ASKED QUESTIONS

Who can participate in the holiday shop?

Only MIB certified businesses will be allowed to participate. But there's good news! You can still apply at <https://madeinbaltimore.org/become-a-member/>.

When is the application deadline?

Applications are due on November 18, 2021. Product drop off will be on November 22, 2021. You will get an email with more information once your application has been accepted.

Is there an application fee?

No, it is free to apply!

Are there any other fees?

The MIB shop operates on a consignment model and will retain 30% of all sales. The fee is reduced to 10% for volunteers that work 16 hours per month.

When will the shop open?

The shops will be open from Thursday, November 11, 2021 to Sunday, January 9, 2022.

The storefront hours of operation will be:

Thursday-Saturday 12-7pm

Sunday 11-5pm

The online shop is open 24 hours a day, 7 days a week!

Can I have products in both the online shop and in store?

Absolutely! You can choose to have your products in store only, online only, or both.

How many products can I submit?

You can submit a **maximum of 5 unique product types**. All applicants that meet the criteria will be included in the store, but MIB Staff retain the right to select or reject products submitted. For example, a business may submit 5 products in their application, but only 3 may be selected for inclusion in the store.

Are there quantity minimums?

Yes, and they vary depending on which platforms you choose to sell on.

For storefront only: The minimum is 10 items per product type.

For online only: The minimum is 20 items per product type.

For both online and in store: The minimum is 30 items per product type. The maximum number is 100 items per product type across the board.

Are there any product restrictions?

We can only accept food items that require refrigeration in the storefront. For the online store, items must weigh 2 lbs or less. MIB reserves the right to refuse any products due to space limitations or content deemed inappropriate.

Will online shipping charges be deducted from my sales?

Nope!

When will I be paid?

You'll be paid in one lump sum at the end of the consignment period.

What happens when products sell out?

MIB will alert you when items are sold out and need to be restocked. You will have 7 business days to restock in quantities of 5 to 50 items. There will be a replenishment schedule on a bi-weekly basis. Specific dates will be announced after drop-off.

What if my products don't sell?

If you choose to do so, you will have the opportunity to remove your items from our stock during the store's operating hours. We require at least 2 weeks notice so that we can make accommodations. To keep our records clean, you will have to take all quantities of any one product type.

At the end of the consignment periods, unsold products must be retrieved by January 16, 2022. Any items left behind will be donated to a local non-profit.

How will I know if my products are selling?

Once your application is accepted, MIB will send you a link to register for your personal consignment portal. There you will be able to track your sales and commission.

MIB will generate a bi-weekly report that will reflect all of your sales. We will send you a status update, but we also recommend checking your portal regularly.

Can you tell me more about volunteering?

The MIB Holiday Store will accept up to 8 volunteers. Volunteers are required to work one 4 hour shift per week (16 hours a month) to receive the reduced commission fee of 10%. If you're interested in volunteering, please e-mail us at store@madeinbaltimore.org. Applicants will be interviewed and selected at MIB's discretion.

Will there ever be a sale?

Yes! We will have an in-store-only, after-Christmas sale that will happen from Jan 6 - Jan 9. All products in the brick-and-mortar will be 20% off. You will receive your standard commission rate, but it will be applied to the sale price.

For example, if a product was originally \$100, 20% off will reduce the price to \$80. Your 70% commission will be \$56.

Participation in the sale is optional. However, you must make arrangements to retrieve your inventory before January 6 if you do not wish to participate.