

**Made In Baltimore**  
**Vendor Consignment Agreement and Frequently Asked Questions**

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 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 February 4, 2022 - March 20, 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 March 21, 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 5 volunteer hours worked per week. 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 in April 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 Made In Baltimore store?**

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 February 3, 2022. Product drop off will be on February 7, 2022 from 3PM - 6 PM. 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 store operates on a consignment model and will retain 30% of all sales. The fee is reduced to 10% for volunteers that work 5 hours per week.

### **When will the shop open?**

The shops will be open from Friday, February 4, 2022 to Sunday, March 20, 2022.

The storefront hours of operation will be:

Fridays - Sundays from 12 to 5 PM

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

### **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?**

Please provide between 10 - 30 items per product. As stated above, you are allowed to submit a maximum of 5 different product types.

**Are there any product restrictions?**

MIB reserves the right to refuse any products due to space limitations or content deemed inappropriate.

**When will I be paid?**

You'll be paid in one lump sum at the end of the consignment period in April 2022.

**What happens when products sell out?**

MIB will alert you when items are sold out and need to be restocked.

**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 operation. 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 period, unsold products must be retrieved by March 21, 2022. Any items left behind will be donated to a local non-profit.

**Can you tell me more about volunteering?**

Volunteers are required to work one 5-hour shift per week to receive the reduced commission fee of 10%. If you're interested in volunteering, please indicate by checking "yes" on the application.