

Made In Baltimore Vendor Consignment Agreement

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 Application, and the Consignee desires to take possession of the Consigned Items with the intention of selling it to a third party.

LOCATION

In this agreement, “Platform” describes any location where MIB operates consumer-facing shopping experiences including, but not limited to MIB Pop-Up Shops, the MIB Mobile Kiosk, and the MIB Online Store.

TIMEFRAME

Participation commences upon signing of this agreement and is ongoing. The Consignor may request to remove their items from any MIB platform at any time via a written request to retail@madeinbaltimore.org. Products will be available for collection within two weeks of receipt of this written request.

CONSIGNMENT FEE

The consignee will retain 30% of all sales. 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.

PAYMENT

Consignors will be paid monthly by check for all products sold on any MIB platform.

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 for the MIB Online Store shall be kept and stored at 11100 Gilroy Road, Suite A, Hunt Valley, MD 21031. The locations of the MIB Mobile Kiosk and MIB Pop-Up Stores will change regularly. The Consignor will be notified in writing about where your items will be located.

MERCHANDISING

The Consignee retains all right to merchandise products for display as seen fit by the Retail Program Manager. The Retail Program 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

In 2022, Made In Baltimore is expanding our retail program offerings by launching a year-round online store at <https://shop.madeinbaltimore.org/>, featuring rotating seasonal collections of products made in Baltimore City. We've partnered with Flying Cloud Fulfillment to warehouse and ship all of the products available on the site; all products in our inventory will be stored at Flying Cloud's Hunt Valley warehouse.

MIB will continue to operate our Mobile Kiosk and seasonal pop-up brick-and-mortar stores. This application will serve all of those retail platforms. Read on for FAQs, and you can always send questions to retail@madeinbaltimore.org.

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?

We are currently only accepting applications for the MIB Online Store for Spring/Summer 2022. Applications are due on March 16, 2022. Product drop off will be on March 23, 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.

Where can customers purchase my products?

MIB operates an online store at <https://shop.madeinbaltimore.org/>. The MIB Mobile Kiosk and seasonal brick and mortar pop-ups are location TBD. Your products will be made available on at least one of all three platforms.

Can I choose where my products will be available?

MIB will decide where your products will be made available for purchase.

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.

In addition, we may split your products between the different platforms. For example, 2 product types may be made available for purchase online and 3 may be selected for purchase at the mobile kiosk.

Are there quantity minimums?

Please provide between 10 - 30 units per product. We will not accept items in quantities less than ten. 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.

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?

You will have the opportunity to remove your items from our stock with 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.

When will I be paid?

You'll be paid monthly by check. Please be sure that the address on your W-9 matches the location of where you would like to receive your payment. Please notify MIB in writing if you would like to make updates to your address.