How to Create a Consignment Agreement





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How to use this template

Replace SimpleConsign with your own store details

Insert your logo

Add shop name, address, and contact details

Include your payment offerings [ACH, Check, etc.]

Add any personalization or additional line items you'd like to include in your consignment agreement form

Understand the need for a consignment agreement form with these 5 benefits

- 1. Protection of Interests
- 2. Clear Terms and Conditions
- 3. Legal Compliance
- 4. Protection of Goods
- 5. Commission Structure

Review your consignment agreement form with your legal counsel

Although we strive to offer comprehensive guidance within our SimpleConsigns consignment agreement form template and guide, it is essential to recognize the importance of seeking personalized legal counsel. Every consignment agreement may have unique nuances and legal implications, and consulting with a qualified legal professional ensures that your specific needs and circumstances are addressed appropriately.



CONSIGNMENT AGREEMENT PAGE 1



SimpleConsign Shop 100 SimpleConsign Street Our Town Our State, 10101 simpleconsignshop@ourshopemail.com 888-860-8094

Identification			
FirstName:	LastName:		
Address:	City,State:	Zip:	
Phone:	Email:	Today'sDate:	
Outline Responsibilities			
[Clearly outline the responsibilities of both parties, including the consignor's obligation to provide quality merchandise and the consignee's responsibility for marketing, displaying, and selling the items.]			

Detail Payout Structure

[Insert active selling period]

[Here is where you can provide a section where you can specify the payout structure, including the percentage of the sale price that the consignor will receive and any additional fees or deductions. If authentication fees are part of your process, you can include that additional cost here.]

Settlement Terms

[Define how often payouts will occur (e.g., monthly, quarterly) and the method of payment (ex. Check, ACH, other]

Insurance and Liability

CONSIGNMENT AGREEMENT PAGE 2

[Clarify who is responsible for insuring the consigned items against loss, damage, or theft during the consignment period. Specify any liability limitations for both parties.]

Condition of Items

[Include expectations and condition of the items at the time of consignment and any expectations regarding quality. This is also where you will want to include authentication processes if desired.]

Unsold Items

[Can the consignor take them back? If yes, is there a fee? How long will they be held for? Alternatively, will they be donated to a charity after x amount of time?]

Termination Clause

[Include a provision outlining the circumstances under which either party can terminate the agreement, such as non-performance or breach of contract, and the notice period required.]

Terms and Conditions

	-
Sign and Date:	
AGREED AND EXECUTED, on [Month/Day/Year]	
CONSIGNEE:	CONSIGNOR:

[Provide a clear understanding of what the consignor and consignee's roles are.]

EXTRA

Tools and Resources

Articles & webinars

www.simpleconsign.com/blog

www.simpleconsign.com /blog/consignmentagree mentform

www.simpleconsign.com/blog/consignment101

www.simpleconsign.com /webinars

www.simpleconsign.com /blog/successfulconsignment-business

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