

**CONSIGNMENT AGREEMENT
GENERAL TERMS AND CONDITIONS**

Consignee Number _____

This Agreement is made this ____ day of _____, 200__ by and between _____
(hereinafter TENANT) with its principal address at _____, and
Orchard Park AntiqueMall (hereinafter ANTIQUEMALL) located at 3025 Orchard Park Road, Orchard Park, New York
14127. The terms applicable to this Agreement are as follows:

1.0 Term of Agreement.

This Agreement shall become effective _____ and shall remain in effect on a month-to-month basis
until terminated by either TENANT or ANTIQUEMALL upon thirty (30) day's prior written notice to the other party.

2.0 Services Provided

- 2.1 ANTIQUEMALL agrees to accept items on consignment listed in Exhibit A.
- 2.2 ANTIQUEMALL agrees to provide a reasonable number of staff employees to service customer inquiries and
subsequent sales of TENANT'S saleable items.
- 2.3 ANTIQUEMALL agrees to collect applicable sales taxes on sales of TENANTS' items and remit applicable taxes
to the applicable taxing authority.
- 2.4 ANTIQUEMALL agrees to provide to TENANT a complete accounting of items sold and remittance of monies
collected within ten (10) days after the closing of each monthly consignment period.

3.0 Consignment Terms

- 3.1 ANTIQUEMALL agrees to accept items listed in Exhibit A on a consignment basis for a period of 90 days.
ANTIQUEMALL will provide space to display these items in exchange for a percentage of total price listed in
exhibit A. After each 30 days period, ANTIQUEMALL will reduce the price of each item by 10%. If the item is not
sold during the 90 day period, it must be removed from the premises. If it is not removed after 90 days, the
merchandise will become the property of ANTIQUEMALL.
- 3.2 ANTIQUEMALL may terminate this agreement at any time for any reason.
- 3.3 ANTIQUEMALL will appraise and price items brought into the facility and will not accept items that have a value of
less than \$25.00.
- 3.4 ANTIQUEMALL will collect commission according to the table below, unless otherwise negotiated. In addition to
this commission, ANTIQUEMALL will also collect a handling fee for the costs associated with processing of credit
cards and checks, the costs associated with sales tax collecting, reporting and remittance and costs associated
with sales personnel and facilities.

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\$ AMOUNT OF ITEM	ANTIQUEMALL Commission	Handling Fee	Total Commission
0 - \$500	35%	5%	40%*
\$501 - 1000	30%	5%	35%*
\$1001 - \$5000	25%	5%	30%*
\$5001 and above	20%	5%	25%*

* Subject to additional 5% Cleaning Fee if merchandise needs to be cleaned before it is saleable. If the item sells, we will deduct the cleaning fee from the sale price. If the item does not sell, we will require you to pay 5% of the lowest price listed for the item before the merchandise is returned to you. If the cleaning fee is not paid and the item is still here after 90 days, the merchandise will become the property of the AntiqueMall.

4.0 Liability

- 4.1 ANTIQUEMALL shall provide general property and liability insurance on its premises.
- 4.2 TENANT shall be liable for losses arising from theft or events outside of the control of ANTIQUEMALL.

5.0 Miscellaneous

- 5.1 If any provision of this Agreement should later deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 5.2 ANTIQUEMALL reserves the right to reject display of any of TENANT'S saleable items that ANTIQUEMALL deems inappropriate.
- 5.3 All local, state, and federal laws, excepting only its conflict of laws provisions, shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this Agreement shall be the exclusive jurisdiction of the State of New York.

EXECUTED this _____ (day) of _____ (month), _____ (year).

Fed Tax ID or SS# _____	<u>Orchard Park AntiqueMall</u>
By _____	By _____
Name _____	Name _____
Phone _____	Title _____
Email _____	NY State Sales Tax Exempt # _____