

EASY LIVIN' in Mid-Century Style #4 - 1046 Mason Street Victoria, BC V8T 1A3

tel: 778-430-5679

email: easylivinstyle@shaw.ca web: www.easylivinstyle.ca

and the Consignor:

Name:	E-mail:
Address:	Phone:

hereby enter into the following Agreement:

- **1. Purposes.** The Consignor appoints EASY LIVIN' as agent for all items ("the Items") consigned under this Agreement, for the purposes of sale. EASY LIVIN' shall not permit the Items to be used for any other purposes without the written consent of the Consignor.
- **2. Consignment.** The Consignor hereby consigns to EASY LIVIN' who accepts on consignment, those Items listed on the attached Inventory Sheet which is a part of this Agreement. Additional Inventory Sheets may be incorporated into this Agreement at such time as both parties agree to the consignment of other Items. All Inventory Sheets shall be signed by the Consignor and EASY LIVIN'.
- **3. Warranty.** The Consignor hereby warrants that he/she possesses unencumbered title to the Items, and that their descriptions and/or statement of condition are true and accurate.
- **4. Duration of Consignment.** The Consignor and EASY LIVIN' agree that the initial term of consignment for the Items is to be one month, and that the Consignor does not intend to request their return before the end of this term. Thereafter, consignment shall continue until the Consignor requests the return of any or all of the Items or EASY LIVIN' requests that the Consignor take back any or all of the Items with which request the other party shall comply promptly.
- **5. Transportation Responsibilities.** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the Items from the Consignor to EASY LIVIN' shall be the responsibility of the Consignor, and in their return to the Consignor, shall be the responsibility of the party that transports them.

- **6. Responsibility for Loss or Damage, Insurance Coverage.** EASY LIVIN' shall be responsible for the safekeeping of all consigned Items while they are in its custody. EASY LIVIN' shall be strictly liable to the Consignor for their loss or damage (except for damage resulting from flaws inherent in the Items), to the full amount the Consignor would have received from EASY LIVIN' if the Items had been sold..
- **7. Pricing / Commission / Terms of Payment.** EASY LIVIN' shall sell the Items only at the Retail Price specified on the Inventory Sheet. EASY LIVIN' and the Consignor agree that EASY LIVIN's commission is to be fifty percent (50%) of the Retail Price of the Item. Any change in the Retail Price, or in EASY LIVIN's commission, must be agreed to in advance by the Consignor. Payment to the Consignor shall be made by EASY LIVIN' within seven (7) days of the date of sale of any of the Items. EASY LIVIN' and the Consignor both assume full risk for the failure to pay on the part of any purchaser of an Item.
- **8. Promotion.** EASY LIVIN' shall use its best efforts to promote the sale of the Items, and agrees to provide adequate display of the Items.
- **9. Accounting.** A statement of accounts for all sales of the Items shall be furnished by EASY LIVIN' to the Consignor, at the time of commission payment for that Item, or at the end of the specified consignment period, whichever comes first.
- **10. Termination of Agreement.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by either EASY LIVIN' or the Consignor, by means of written notification of termination from either party to the other.
- **11. Procedures for Modification.** Amendments to this Agreement must be signed by both the Consignor and EASY LIVIN' and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

EASY LIVIN'		
Cheryl Easton, Owner	Date	
CONSIGNOR		
	 Date	