

# CONSIGNMENT AGREEMENT

THIS AGREEMENT MADE the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_  
whose principal place of business is at

\_\_\_\_\_  
(hereinafter referred to as "Consignor")

**OF THE FIRST PART**

- and -

\_\_\_\_\_  
whose principal place of business is at

\_\_\_\_\_  
(hereinafter referred to as "Consignee")

**OF THE SECOND PART**

**WHEREAS:**

- A. Consignee is at present a dealer/distributor of Consignor for the sale of \_\_\_\_\_ (hereinafter referred to collectively as "Products"); and
- B. Consignor desires to deliver to Consignee and Consignee wishes to accept Products on a consignment basis for the purpose of sale to the public on the understanding that the property and ownership of all such Products shall remain in Consignor until the Products are sold to the public or until Consignor invoices the Consignee for the same.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Products delivered by Consignor to or on behalf of the Consignee shall, subject to paragraph 2 hereof, be delivered to the Consignee on a consignment basis only and all full legal and equitable ownership of the Products shall remain vested in Consignor.
2. Consignee is authorized to sell the Products delivered by Consignor to Consignee under standard conditions of sale, including manufacturer's warranties, as may be determined by Consignor, from time to time. Forthwith upon any sale of the Products by Consignee, which for the purposes of this Consignment Agreement shall include the Consignee entering into a contract for sale or accepting a deposit towards any sale, Consignee shall notify Consignor of each such sale and Consignor shall invoice Consignee for the sold Products.
3. Consignee agrees to maintain suitable premises for the storage and sale of the Products to the public and further undertakes at all times to keep the Products insured in the name of Consignor against loss or damage, howsoever caused, including fire or theft, for an amount not less than the wholesale value of the Products.

**THIS IS A 2-PAGE FORM.**