

# HIGH HOPES FARM

HONEOYE FALLS, NY

## Carriage Consignment Agreement

This Consignment Agreement is made and entered into as of the date of grant set forth below.

**BETWEEN:** *(Printed Name of Carriage Owner)* \_\_\_\_\_ (the "Principal"), with complete address. *(At the bottom of this completed and signed form)*

**AND: High Hopes Farm** (the "Consignee"), a limited liability corporation organization with complete address - **9096 County Rd 14 - Honeoye Falls, NY 14472**

**RECITAL,** The Principal is willing to consign \_\_\_\_\_ i.e. (Carriage) to the Consignee, and the Consignee is willing to receive Carriage from the Consignor on a consignment basis, in accordance with the terms and conditions set out in this Agreement.

NOW, THEREFORE, The Principal Becomes (the "Consignor"), upon completion of this signed and dated document. They are agreed as follows:

### CONSIGNOR RIGHTS AND RESPONSIBILITIES:

Consignor remains as owner of the items until purchased.

Consignor agrees that Consignee is hereby appointed, and is acting solely as, agent for the Consignor in selling the item(s).

By signing this agreement, the consignor acknowledges that all accepted items will be kept at Consignee from the date of item acceptance through either sale of the item or completion of the Consignment Window, whichever occurs first.

During the time that Consignee is in possession of the item(s), Consignee will be responsible for any loss or damage to the item(s) due to Consignee' negligence, as per state law.

### CONSIGNMENT OF GOODS:

Consignor shall ship to Consignee, on consignment, the following described Carriage

Carriage Make: \_\_\_\_\_

Carriage Model: \_\_\_\_\_

SN# \_\_\_\_\_

Condition: New  Used  (please check mark)

Consignor shall be responsible for the cost of shipping to Consignee.

Consignee shall designate the Goods as the property of Consignor by a conspicuous notice at in Consignee's warehouse, and shall perform all acts required by law to protect the rights of Consignee to the Goods.

Consignee, from and after the time it receives the Goods, shall pay all expenses incident thereto, including all expenses of carting, handling, storage, selling, and delivering to customers.

Consignee shall at all times observe Consignor's sales rules and procedures with respect to the Goods.

### **TITLE TO PRODUCTS:**

A consignment arrangement is different than most relationships between manufacturers and stores selling on their behalf.

In the usual case, property ownership is transferred to the store when the property is received: they have paid to purchase that property and the property is part of the company's assets. By contrast, the property transferred in a consignment agreement is still owned by the manufacturer, even though it is in the hands of the store.

### **CONSIGNMENT PERIOD:**

Provides that the initial length of the consignment period is one month.

This period automatically extends from month-to-month afterwards, unless either party ends it.

You and the other party can enter a maximum amount of time a consignment period can be extended.

### **RISK AND INSURANCE:**

Full legal, beneficial and equitable title to the Consignment Material shall remain vested in the Consignor unless and until the Consignee purchases all or any part of the Consignment Material pursuant to Clause 4, in which event title in that part of the Consignment Material purchased (but not in any other part of the Consignment Material) shall pass to the Consignee upon receipt by the Consignor of payment in full in cleared funds for that part of the Consignment Material.

Notwithstanding that title has not passed, upon delivery of the Consignment Material to the agreed Delivery Point, risk shall pass to the Consignee and the Consignee shall bear the entire risk of loss, theft, damage and/or destruction of the Consignment Material from any cause whatsoever until any redelivery to the Consignor pursuant to and in accordance with this Agreement.

The Consignor shall insure each Consignment to the agreed Delivery Point in a value which includes the amount of any duty which the Consignee notifies to the Consignor.

### **INDEPENDENT CONTRACTOR:**

The Consignee is, and shall remain, an independent contractor selling to third-party buyers the Consigned Goods.

The Company does not appoint the Consignee as its agent or authorize the Consignee to hold itself out as its agent, and does not convey to the Consignee any property interest in the Company's corporate name, trademarks, or goods.

### **PRICE:**

The offering price(s) are to be determined by Consignee as per his market or price scale

ASKING PRICE from Consignor \$\_\_\_\_\_.00 (\$ USD) Which will serve as Consignor's complete compensation for this transaction to satisfy all terms of this agreement

Consignee agrees to inform Consignor of bona fide offers to purchase the consigned property for prices less than the asking price set by Consignor.

Consignee reserves the exclusive right to accept a price less than the offering price.

### **TIME OF PAYMENT:**

Consignor agrees that Consignee shall require and receive full payment on the sale of the consigned property prior to any obligation of Consignee to remit payment to Consignor for the same.

Upon receiving full payment for such sale, Consignee shall remit, in United States currency or a check drawn on a United States bank, the amount due to Consignor under this Agreement: For each item sold, no later than 30 days following the date of full payment for each item.

### **APPLICABLE LAW:**

This Agreement shall be construed and enforced in accordance with the laws of the state of New York

**ENTIRE AGREEMENT:**

The parties' agreement that the document they're signing is "the agreement" about the issues involved. *In other words, if previous agreements or promises surface, the signed agreement will control.* Unfortunately, the inclusion of this provision will not prevent a party from arguing that other enforceable promises exist, but it will provide you some protection from these claims.

IN WITNESS WHEREOF, the both Parties has caused this Agreement to be signed by a duly authorized officer, and Participants has affixed his/her signature hereto.

**Principal - Consigner**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Consignee**

Name: **High Hopes Farm**

Address: **9096 County Rd 14**

City: **Honeoye Falls**

State: **NY**

Zip: **14472**

Signature: \_\_\_\_\_  
*(Authorized Representative of High Hopes Farm LLC)*

Date: \_\_\_\_\_