

WISH & WARDROBE (by PI-ASTRO)

CONSIGNMENT AGREEMENT

Location in the State of ARKANSAS, City of Springdale

This Consignment Agreement ("Agreement") is entered into on (DATE)_____ between:

[CONSIGNOR NAME] _____ located at
[ADDRESS] _____ ("Consignor") and

WISH & WARDROBE (by PI-ASTRO) located at **402 W Emma Ave, Springdale, AR 72764** ("Consignee")

Background

1. The Consignor desires to consign to the Consignee certain goods or services set forth on the attached **Exhibit A** (the "Consigned Goods or Services"), for the purpose of facilitating a sale of the Consigned Goods by the Consignee, or facilitating space for Services. *(please attach a description of the goods or services on an additional page)*
2. The Consignee desires to accept delivery of the Consigned Goods or Services and to make necessary payment to the Consignor upon the use of such goods or services on the terms and subject to the conditions set forth in this Agreement.

The Parties agree as follows:

Consignment of Goods and Services

3. The Consignor shall deliver the Consigned Goods or Services for consignment to the Consignee's Premises. Upon delivery or performance, the Consignee shall accept delivery or performance of the Consigned Goods or Services.
4. The Consigned Goods shall remain the sole property of Consignor until sold. Any services rendered on the premises shall be at the agreed times and logged into the calendar prior to performance of services. Consignee hereby acknowledges that it takes possession of the consigned goods only on a consignment basis and it does not acquire any property right or security interest in such Consigned Goods. Services provided are not as an employee but as a contracted split based on schedules and rates agreed to in writing at least 24 hours in advance notice.
5. The consignor's consignment or performance is not a consignment intended as a security.

Title

6. The title to and property of the Consigned Goods shall remain with the Consignor until such time as the Consigned Goods are purchased. Copyrights for all goods and services belong to consignor and shall allow Consignee permission to use photos, videos and media of the Goods or Services for web documentation, advertising, and promotion of events and services.

Premises

7. The Consignee agrees to keep and display the Consigned Goods or Services in the following premises at **402 W Emma Ave, Springdale, AR 72764** (the "premises") for the duration of terms agreed in this contract.

8. The Consignee shall store the tangible Consigned Goods at its premises so as to be at all times segregated from all of the other inventory and shall clearly indicate that the Consigned Goods are the property of the Supplier. Clear branding is encouraged.
9. Upon any demand by Consignor, Consignee will be responsible to return the Consigned Goods in good order and condition.

Sale and Merchandising of the Consigned Goods and Services

10. The Consignee agrees to use its best efforts to sell the goods and services on behalf of the Consignor on such terms, and at such prices as shall from time to time be designated by the Consignor. Services performed shall be at a split rate agreed to in writing and shall be on a case by case basis for irregular performances. Services that require renting space for regular performances shall be at rates agreed to on a case by case basis. Retail space for rent is at the flat rates provided in this agreement.
11. If the Consignor is on a **rent-paying** basis, there is a **13% sales commission** going to Consignee from every sale.
12. Consignee shall collect and remit sales tax on behalf for the consignor and pay merchant services fees associated with the sale.
13. Consignor agrees to maintain their rental space regularly by adding new goods, arranging the space in an attractive way to make the shopping experience pleasant for patrons, and uses a consistent theme that is aesthetically pleasing. Consignee reserves the right to request changes in display and merchandising if it does not meet the high standards of the collective group.
14. If the Consignor is on a **non rent paying** basis, there is a **50% sales commission** going to Consignee. The consignee reserves the right to display and merchandise the goods of non rental consignors wherever space is available and may elect to remove it from floor space if a rent paying consigner claims first rights to the space and rent-free space becomes unavailable. Non rental goods are given a **30 day period to sell**, after which the consignor has 7 days to collect if it does not sell. After those 7 days the goods will be considered abandoned and will be liquidated or donated at the Consignees discretion.
15. Rent-paying Consignors shall have 7 days from the expiration of a rental term to collect their goods. Goods remaining on the premises after 7 days shall be considered abandoned and will be liquidated or donated at the Consignees discretion.
16. Rent-paying consignors shall do their best to fill their space adequately. In the event large spaces are empty, the consignee reserves the right to temporarily place non-rental goods in the empty space until the rental consignor is able to fill the space adequately. (Empty or bare displays are off-putting to patrons, so it will be a collective effort to maintain good merchandising and full displays).
17. Consignor may elect to participate in SALES, special promotions or discounts by giving notice to consignee and following the terms of the sale event. Consignee will not lower the price on an item without the consent of the Consignor either in writing or by voice call where permission can be given in the moment, or by direct participation in a sales event.
18. Consignor and Consignee agree to put in efforts to market to the public and to promote their respective businesses for the success of the collective. i.e. placing ads on marketplace in social media to drive traffic to the business location, leaving business cards and flyers at other places, using social media to promote their new items and informing the public where they can be purchased, or

promoting services provided in similar ways etc.)

19. **Electricity** can be provided to Consignor's booth for an **additional \$15 a month**. (Some consignors may have lighted items to plug in so the electric option is available if needed) General lighting will be provided to all spaces and if renting one of the Consignees fixtures, the electric is included.

Payments

20. The Consignee agrees, upon sale, to receive the sale proceeds due to the Consignor and to deliver the sales proceeds, after deducting of all commissions and rents, to the Consignor together with an accounting **within 32 days** of the said sale. **Monthly payouts are currently available by default.** Electronic payments by default. Payouts can be expected by the first full week of each month.
21. A consignor may elect for a **bi-monthly payout for an additional fee of \$5 a month**. In that case, sales will be paid out **within 16 days**. Irregular service performances will be paid out as agreed to in writing on a case by case basis.
22. Electronic payouts shall be direct deposited to the Consignor's account on file at no additional fee. If the Consignor prefers paper checks, they can be produced for \$2 each.

Commissions

23. The Consignee agrees to accept as full payment a commission for rent-paying consignors equal to 13% of the gross sales price exclusive of any sales tax.
24. The Consignee agrees to accept as full payment a commission for non-rent-paying consignors equal to 50% of the gross sales price exclusive of any sales tax.
25. The Consignee agrees to accept as full payment a commission for service provider consignors in the amount agreed to in writing on case by case basis, equal to (agreed percentage %) of the gross sales price exclusive of any sales tax from tickets or registration.

Inspection and Stocking Goods

26. The Consignee agrees to permit the Consignor to enter the premises at reasonable times to examine and inspect the goods. Consignor agrees to use the sorting and packing room for preparing inventory for their space. Once items are unpacked and ready to stock, they can be carted or carried to their designated space. Consignor agrees to keep their sales space free from trash, untidy clutter, or packing materials that detract from the shopping experience.
27. The Consignor or any of its representatives may once in a month take an inventory of the Consigned Goods in order to determine the Goods, which have been used, damaged, destroyed or otherwise removed from the Premises.
28. For large move-ins, if access should be required during non business hours, arrangements will need to be made in writing with a keyholder. Otherwise all access shall be during regular business hours.

Term

29. This Agreement shall commence on **[COMMENCEMENT DATE]** _____ and initially continue for a period of _____ month(s), with the option to extend for a month to month term upon mutual agreement. 30 day written notice shall be given when a consignor wishes to terminate month to month agreement.

30. If consignor chooses an initial lease of multiple months, they shall be locked into that rental rate for the duration of the lease without fluctuation of rate. A fee of \$50 shall be charged to prematurely break an agreed lease term. Month to month leases are subject to changes in fluctuating rental rates.
31. A **\$25 refundable clean up deposit for spaces larger than 5 square feet**, shall be collected (in addition to rent) for the first month to gain access to the rented space. Upon leaving, if the space is left clean and without damage, the \$25 deposit shall be refunded with final payout.

Independent Contractor

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

Assignment

33. Consignor shall not assign any of their rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Consignee and any attempt by Consignor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

Notices

34. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on:
 - a. the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or
 - b. on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section; or
 - c. if posted to the Consignor's online consignment account, when online accounts are activated.
 - d. "In writing" can either be an addendum or attachment to lease, or in a legitimate email or text message conversation where both parties agree.

Governing Law

35. This Agreement is to be construed in accordance with and governed by the internal laws of the State of ARKANSAS.

Dispute Resolution

36. All disputes under this Agreement shall be settled by arbitration in ARKANSAS before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.
37. This provision for arbitration shall be specifically enforceable by the parties and the decision of the

arbitrator in accordance herewith shall be final and binding without right of appeal.

Severability

38. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

Limitation of Liability

39. In no event shall either party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, force majeure, damages for loss of profits, incurred by the other party arising out of the services provided under this agreement, even if such party has been advised of the possibility of such damages.
40. In no event will neither party's liability on any claim, loss or liability arising out of or connected with this agreement shall exceed the amounts paid to consignor during the one month period immediately preceding the event giving rise to such claim or action by consignee.
41. The consignee lays no claim to the physical real estate and holds the landlord harmless of any loss due to force majeure on the premises due to natural disasters, or faults by Consignee. The landlord who owns the real estate is not responsible for any claims that may arise between Consignor and Consignee.

Indemnification

42. Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to:
- a. any breach of this Agreement, or
 - b. the gross negligence or willful misconduct of a party's employees or agents.

Entire Agreement

43. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications, and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.
44. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

Waiver

45. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

	A	B	C	
1	Booth size	type	price	
2	1x1	bay	\$ 5.00	
3	1x2	bay	\$ 10.00	
4	1x3	bay	\$ 15.00	
5	1x4	bay	\$ 20.00	
6	1x5	bay	\$ 25.00	
7	1x6	bay	\$ 30.00	
8	2x2	bay	\$ 20.00	
9	2x3	bay	\$ 30.00	
10	2x4	bay	\$ 40.00	
11	2x5	bay	\$ 50.00	
12	2x6	bay	\$ 60.00	
13	3x3	bay	\$ 45.00	
14	3x4	bay	\$ 60.00	
15	3x5	bay	\$ 75.00	
16	3x6	bay	\$ 90.00	
17	4x4	wall booth	\$ 160.00	
18	4x5	wall booth	\$ 200.00	
19	4x6	wall booth	\$ 240.00	
20	4x8	wall booth	\$ 320.00	
21	4x10	wall booth	\$ 400.00	
22				
23	* Bay is a shelf space within a wall system	sq ft one level		
24	* Wall booth gets all bays in the wall system	sq ft all levels		
25				

BAY space size (Sq Ft) _____ Price per month _____

WALL BOOTH space size (Sq Ft) _____ Price per month _____

Effective dates _____ to _____ then month to month.

30 days notice shall be given in writing to cancel contract and move out of space.

Consignor Email _____

Consignor Phone Number _____

Consignor Website or Social Media _____

Consignor DBA or Brand Name _____

Consignor Contact Name _____

Please attach description of Goods/Services

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE.

SIGNATURES

Consignor Signature		Consignor Full Name

Consignee Signature		Consignee Full Name