



CONSIGNMENT AGREEMENT

This Consignment Agreement is made effective as of the _____ of _____, 2017 by and between _____ (Consignor) and The St. Petersburg Area Chamber of Commerce (SPACC) (Consignee).

The Parties Agree as Follows:

I. RIGHT TO SELL. Consignor attests that he/she owns the merchandise (as described in the attached Inventory Description), and that said merchandise is rightfully his/hers to market and sell. In accordance with this agreement, Consigner grants SPACC a non-exclusive right to sell the merchandise under the terms of this Agreement. Consignor agrees to deliver to the SPACC the merchandise without a shipping fee. SPACC agrees to devote its best efforts to the sale of said merchandise. Consignor agrees to provide SPACC with the sales price for all merchandise.

II. PROCEEDS OF SALES. SPACC will pay to Consignor a portion of the sales proceeds which shall be calculated as follows: Sixty percent (60%) of the proceeds from the sale of the merchandise. SPACC will provide Consignor with routine updates (not to exceed a monthly basis) as to the status of all merchandise sales. Payments to Consignor shall be made upon receipt of an invoice following each month end and upon receipt of appropriate tax-related documentation.

III. TITLE OF MERCHANDISE. Consigned merchandise shall remain the property of Consigner until sold or removed by Consigner. Consigner understands that SPACC is not responsible or liable for any shortages, losses, or damage while the merchandise is under its control.

IV. RESERVATION OF RIGHTS. Consignor understands and hereby agrees that SPACC specifically reserves the right to make all final decisions regarding the following matters:

- A. Determinations as to the type and quantity of Consignor's merchandise being marketed and/or sold by SPACC;
- B. Determinations as to the period of time that Consignor's merchandise will be marketed and/or sold by SPACC;
- C. Determinations as to the strategy for marketing Consignor's merchandise.

V. TERMINATION. This Consignment Agreement may be terminated by either party by providing at least 30 days written notice to the other party, unless a shorter time period is agreed to in writing by both parties.

VI. MISCELLANEOUS.

- A. **Jurisdiction and Venue.** The Parties agree that, irrespective of any wording that might be construed to be in conflict with this paragraph, this Agreement is one for performance in Florida. The Parties to this Agreement agree that they waive any objection, constitutional, statutory or otherwise, to a Florida court taking jurisdiction of any dispute that may arise from or relate to this Agreement. By entering into this Agreement, the Parties understand that they might be called upon to answer a claim asserted in a Florida court. Venue for any actions brought under this Agreement shall be deemed proper in Pinellas County, Florida.
- B. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior

or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. This Agreement shall not be modified by oral representation made before or after the execution of this Agreement. The Parties hereto acknowledge that each party has not executed this Agreement in reliance upon any such promise, representation or warranty.

- C. **Attorneys' Fees.** For any legal dispute arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties all reasonable attorneys' fees and court costs, including paralegal fees, incurred in enforcing this Agreement through all appeals.

AGREED TO THIS _____ day of _____, 2017 by:

CONSIGNOR:

CONSIGNEE:

(Sign)

Linda Hart Punzak
VP Finance/Operations

(Print Name)

St. Petersburg Area Chamber of Commerce
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(Address)

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(Title / Company – if applicable)