

## CONSIGNMENT AGREEMENT

WHEREAS The City of Mobile, Alabama, a Municipal Corporation, operates the GulfQuest Museum located at 155 S. Water Street, Mobile, AL, 36602, under the authority of its operating agreement with National Maritime Museum of the Gulf of Mexico, an Alabama non- profit corporation; and

WHEREAS GulfQuest Museum (hereafter CONSIGNEE) includes within the scope of its operation a retail gift shop known as the GulfQuest Treasures Store which seeks to sell certain consigned merchandise under the terms stated herein; and

WHEREAS the undersigned party designated as CONSIGNOR seeks to place items in the GulfQuest Treasures Store for sale on consignment under the terms herein stated; now therefore, Consignor and Consignee agree as follows:

**AGREEMENT TO SELL** In accordance with this Agreement, the Consignor grants an exclusive right to display and sell the items listed below in the GulfQuest Treasures Store pursuant to the terms of this Agreement for the price designated by Consignor below.

**PROCEEDS AND TERMS OF SALES** The Consignee shall be entitled to retain 32 % of all proceeds from the sale of each item consigned. The Consignee shall submit a payment for the full amount of the sale price less the agreed upon 32% to the Consignor within 30 days following a quarter end of the sale. The Consignee agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less except as follows: Consignee offers discounts of up to 20% for special groups and museum members, and may offer special promotions for events or holidays for a storewide sale. Consignor hereby agrees to allow consigned items to be discounted in accord with these sales or special promotions. Consignee shall retain possession and control of the consigned merchandise for 90 days, beginning on the agreement date. Merchandise that is not sold at the end of the consignment period shall be reclaimed by Consignor and removed from the premises. Any unclaimed item will be deemed abandoned and discarded or sold with proceeds retained by Consignee.

### **MERCHANDISE OWNERSHIP**

The Consignor shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold.

**TERMINATION OF CONSIGNMENT AGREEMENT** The Consignee may terminate this Agreement at any time and for any reason by providing 30 days advance written notice and by returning to the Consignor all the unsold merchandise that is the subject of this Agreement. The Consignor may terminate this Agreement at any time and for any reason by providing 30 days advance written notice, but said termination shall not affect the agreement regarding items of merchandise already sold.

**BUSINESS OPERATION** The Consignee shall maintain the exclusive right to determine the business operation and management of its premises. Consignee shall in no way be deemed to be in a partnership, joint venture or agency relationship with Consignor.

**LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE** Consignee shall not be liable for any loss, damage, theft or other destruction of the consigned items. Consignor shall indemnify, defend and hold harmless City of Mobile, its officers, elected officials, agents, representatives, employees and GulfQuest Museum in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses arising from or in connection with the sale of consigned merchandise.

**ENTIRETY**  
The herein contained Consignment Agreement constitutes the entire understanding of both the Consignee and the Consignor pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

**WARRANTIES**  
Neither the Consignee nor the Consignor shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of the Consignee or the Consignor, except that Consignor warrants that it has good title to, and the legal right to sell the items listed.

**ASSIGNMENT**  
This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

**GOVERNING LAWS**  
This Agreement shall be construed and governed in accordance with the laws of the State of Alabama and the parties agree that Mobile County, Alabama, shall be the appropriate venue for any court proceeding.

**AGREED AND EXECUTED** on \_\_\_\_\_.

**CONSIGNEE:**  
**City of Mobile GulfQuest Museum**

**CONSIGNOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

