

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT ("Agreement") is between Second Home Ventures LLC ("Second Home" or "Consignee") and _____ ("Consignor"). Consignee and Consignee/Second Home are also referred to herein as Party or Parties.

RECITALS

A. Consignor seeks to sell certain goods owned by Consignor ("Goods"); and Consignee is agreeable to selling Consignor's Goods, all in accordance with the provisions of this Agreement.

B. It is acknowledged by the Parties that while they desire to sell Goods for the best Price, the Parties also recognize that there can be no guaranty or warranty that Goods will sell at any Price.

AGREEMENT

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement (including the Terms and Conditions incorporated herein), the receipt and sufficiency of which consideration is hereby acknowledged, Consignor and Consignee agree as follows:

1. **EFFECTIVE DATE AND TERM OF THE AGREEMENT.** The Effective Date of this Agreement shall be the date of the last signature to this Agreement, be it Consignor or Consignee, and delivery and receipt of the Goods to 2524 Santa Clara Avenue, Alameda, CA 94501 ("Premises"). The Term of the Agreement is sixty (60) calendar days, commencing with the Effective Date, and ending sixty (60) days thereafter, unless extended by delivery and acceptance of additional Goods at the Premises, or as otherwise agreed in writing by the Parties.
2. **DISPLAY OF GOODS.** Any and all Goods covered by this Agreement shall be delivered by Consignor, at Consignor's sole cost, to the Premises where Consignee shall display the Goods for sale. Unless otherwise agreed in writing between the Parties, all Goods delivered by Consignor to the Premises shall be subject to the provisions of this Agreement.
3. **CONSIGNEE REASONABLE EFFORTS.** Consignee agrees to make reasonable efforts to sell the Goods on behalf of the Consignor in accordance with the provisions of this Agreement and without warranty. Unless otherwise agreed in writing by both Parties, Consignor will receive 50% of the sale Price of the Goods sold, and the balance shall be paid to or retained by Consignee.
4. **ADJUSTMENT OF PRICE.** If, after day 30 of the Term, the Goods have not sold at the stated Price, then the stated Price of the Goods may be reduced by Consignee by up to 25% ("Modified Price"). If, as of day 55 of the Term, the Goods have not sold, then Consignor shall have the right to retrieve any unsold Goods.
5. **DISPOSITION OF GOODS NOT SOLD.** All Goods not sold or retrieved after the end of the Term are subject to being donated or otherwise disposed of in the sole discretion of Consignee, without liability. It is Consignor's responsibility (a) at reasonable intervals, to check in with Consignee regarding the status of Goods sold, or unsold, (b) to collect from Consignee any money owing to Consignor under the provisions of this Agreement, and (c) to retrieve goods as provided in paragraph 4, above. Any funds otherwise owing to Consignor under the provisions of this Agreement, not collected within 365 days after the effective date of this Agreement, will be forfeited and shall become the property of Second Home.

CONSIGNOR'S INITIALS _____

The parties to this Agreement have caused this Agreement to be executed and delivered as of the dates set forth below.

CONSIGNEE

Second Home Ventures LLC

By: Wenilda Sligh, Authorized Member

Date: _____

Address:

2524 Santa Clara Avenue
Alameda, CA 94501

wenilda@secondhome-alameda.com

Phone: (510) 523-6642

CONSIGNOR

Print Name

Sign Name

Date: _____

Address:

Email: _____

Phone: _____

TERMS AND CONDITIONS: The attached Terms and Conditions are incorporated into this Consignment Agreement

TERMS AND CONDITIONS

WORDS AND PHRASES. Words and Terms set forth into the Agreement shall have the same meaning in these Terms, Covenants and Conditions unless otherwise noted herein. TERMINATION OF AGREEMENT. If either Party wishes to cancel this Agreement prior to the sale of the Goods or prior to the end of the Term of this Agreement, then that Party can do so at any time by serving written notice. BREACH OF AGREEMENT. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable claims and damages. BANKRUPTCY. Should the Consignee declare bankruptcy during the Term, then Consignor may terminate this Agreement immediately and require the Consignee to return any Goods in the Consignee's possession to the Consignor. INSURANCE. The Consignee shall, at its own expense, maintain insurance coverage on the Goods while they are in the Consignee's possession and during delivery to a purchaser. OWNERSHIP. Consignor grants to Consignee the right to sell the Goods; however, Consignor retains title and ownership of the Goods until the Goods are sold or returned to Consignor. CONSIGNOR WARRANTY. Consignor warrants that Consignor is the lawful owner of the Goods and has full authority to consign and transfer ownership of Goods. GOODS "AS IS". The Goods are delivered to the Premises provided "as is" and the Consignor expressly disclaims all warranties, whether express or implied, as to merchantability or fitness for a particular purpose. RECORDS. The Consignee shall keep accurate records of all sales of Consignor's Goods, producible upon Consignor's reasonable request. NOTICE. All notices, requests, demands or other communications required or permitted by the provisions of this Agreement will be given in writing and delivered/sent (including via email) to the addresses set forth on the signature page of the Agreement. TIME OF THE ESSENCE. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.	INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. MODIFICATION OF AGREEMENT. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party. ASSIGNMENT. Each Party will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Party. SUCCESSORS. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors. GOVERNING LAW. This Agreement will be governed by and construed in accordance with California law. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable. FORCE MAJEURE. In the event that one of the Parties will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Agreement due to causes beyond their control, such as strikes, third party lockouts, acts of God, acts of nature, natural disasters, pandemics, riots, insurrections or other reasons of like nature beyond the reasonable control of the Party, and provided that such Party alerts the other Party of the issue and uses all reasonable diligence to overcome it, then the Party will not be liable for losses suffered by the other Party. WAIVER. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
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