



5665 N. Academy Blvd., Colorado Springs, CO 80918 Tel: 719-313-9180

CONSIGNMENT AGREEMENT: Take A Peak

www.takeapeakcos.com takeapeakcos@gmail.com

THIS AGREEMENT made and entered into on \_\_\_\_\_(date) by and between Take A Peak, 5665 N. Academy Blvd., Colorado Springs, CO 80921 hereinafter called Consignee and \_\_\_\_\_(name) \_\_\_\_\_(street) \_\_\_\_\_(city) \_\_\_\_\_(zip code) \_\_\_\_\_(phone) hereinafter called Seller:

WITNESSETH:

In consideration of the covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency that are hereby acknowledged, it is mutually agreed by the parties hereto as follows:

1. The Seller does hereby consign for sale the merchandise detailed in "Attachment A".
2. That when a retail or wholesale customer wishes to buy the items offered for sale, Take a Peak and his/her employees shall act as agent for the Seller herein and accept payment for the said item of sale merchandise and make delivery to the said customer of such item.
3. That for such service as above described in paragraph two (2) above, the Consignee shall:
  - a. Receive 50% of the sale price of the said merchandise.
  - b. Collect and pay the Colorado sales tax on said merchandise for the Seller.
  - c. Accept payment for the sales merchandise and give a receipt thereof.
4. That the Seller shall hold the Consignee harmless from all claims of third parties for any reason whatsoever.
5. That the Seller shall not offer for sale on the premises any property not owned by the Seller. The Seller warrants they have good, marketable, free and clear title to all merchandise consigned for sale on the premises.
6. **That the Consignee (Take A Peak) shall not be responsible or have any obligation to insure the property owned by the Seller from theft, shoplifting, breakage, or any other loss or damage to said property of the Seller offered for sale. (\_\_\_\_\_)**
7. **That the Seller understands that their Goods are to be displayed at the discretion of Take A Peak. (\_\_\_\_\_)**

8. That price adjustments will be made every 15 days. Any items not sold at the end of each 15-day period will be marked down as follows:
- (A) **1-15 Days:** During the first fifteen days (15) days of this Agreement, Take A Peak will offer the Goods for a price determined by Take A Peak.
  - (B) **16-30 Days:** During the period between and including the 16<sup>th</sup> day and the 30<sup>th</sup> day of this agreement Take A Peak will offer the Goods at a price that is discounted 10%.
  - (C) **31-45 Days:** During the period between and including the 31<sup>st</sup> day and the 45<sup>th</sup> day of this agreement Take A Peak will offer the Goods at a price that is discounted an additional 10%.
  - (D) **46-60 Days:** During the period between and including the 46<sup>th</sup> day and the 60<sup>th</sup> day of this agreement, Take A Peak will offer the Goods at a price that is discounted an additional 10%.
  - (E) **Additional price reductions/markdowns may be given at the sole discretion of Take A Peak.**  
(\_\_\_\_\_)
9. That the term of this consignment period shall be 60 days and will expire on \_\_\_\_\_ (date). Any items that do not sell within the agreed upon time period must be picked up by the Seller on the 60<sup>th</sup> day/the expiration date of this agreement. **Items not picked up by \_\_\_\_\_ (date) will become the property of Take A Peak. It is the Seller's responsibility to check on said goods when the contract expires in 60 days.** (\_\_\_\_\_)
10. Commission: Upon the sale of the Goods by Take A Peak to the buyer, Take A Peak will receive a payment for the Goods and retain a commission in the amount of 50% of the Agreed-to-price or discounted price, in consideration for the services rendered by Take A Peak to the seller. Take A Peak agrees to forward 50% of the sales price to Seller on the first Saturday of every month.
11. All items consigned with "Take A Peak" are 100% property of the store effective date contract signed until date contract ends. Any outside selling or advertising not associated with "Take A Peak" will not be honored.  
(\_\_\_\_\_)
12. All items consigned with "Take A Peak" are 100% property of the store until contract end date and can not be returned/picked up by the Seller until contract is expired. (\_\_\_\_\_)

Seller: \_\_\_\_\_

Consignee: \_\_\_\_\_

Attachments: A \_\_\_\_\_

Email: \_\_\_\_\_

*This Agreement shall be construed in accordance with the laws of the State of Colorado.*

\* EFFECTIVE AS OF: JANUARY 1, 2023\*