



TACK SOLUTIONS by Leslie

You can afford your horse with us

Consignee # _____

Website: www.Tacksolutionsaz.com E-mail: TackSolutions@MSN.com

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CONSIGNMENT AGREEMENT & RELEASE

This Consignment Agreement ("Agreement") is entered into on _____, by & between TACK SOLUTIONS & _____ (PRINCIPAL) under the following terms & conditions, to which both parties agree & acknowledge are made for a valuable consideration:

1. **Consignment Property**- For the sole purpose of selling property owned by PRINCIPAL, TACK SOLUTIONS will accept & take possession from PRINCIPAL, the following items: _____ Misc. Items - List to follow _____

ITEM #	ITEM DESCRIPTION	MINIMUM SELLING PRICE
		\$ _____

2. **Management & Control**- PRINCIPAL shall have no right to supervise or exercise control of or the manner in which TACK SOLUTIONS conduct's its business, nor shall it attempt to influence or change the methods to be used by TACK SOLUTIONS in selling the consigned items while carrying out the purpose of this Agreement.

3. **Ownership & Title of Items**- In all cases, ownership/title of all items shall remain the property of PRINCIPAL until sold by TACK SOLUTIONS in the normal course of business, & upon the terms & conditions of this Agreement.

4. **Condition of Consigned Property**- PRINCIPAL understands that before TACK SOLUTIONS accepts any item(s) from PRINCIPAL, it shall have the right & time to inspect each item in order to determine its saleable condition & the price which PRINCIPAL expects to receive from its sale. Any item(s) determined to not be saleable because of its condition or the price PRINCIPAL expects to receive, will be brought to the attention of PRINCIPAL as soon as possible. At the same time, & during the term of this Agreement, if an item becomes worn, dried, cracked or broken, so as to make it unsalable, that condition also will be brought to the attention of PRINCIPAL. In the event of either happening, TACK SOLUTIONS will not be liable or responsible for those items, & no payment or other compensation to PRINCIPAL will be paid.

5. **Use by Prospective Buyers - Normal Wear & Tear**- In addition to the matters set forth in paragraph 4 above, TACK SOLUTIONS will not be held responsible for the normal wear & tear on any item(s) left in the store which are to be sold on consignment. By leaving an item in the store, PRINCIPAL also understands that in order for TACK SOLUTIONS to sell any item it may be used & tested by a horse and/or a rider off the store premises before its sell & that TACK SOLUTIONS is not responsible for any normal wear & tear which results from that usage or testing. A verified credit card or cash transaction will be completed to guarantee PRINCIPAL of a return of its item during any try-out period (four (4) days).

6. **Sale for Cash, check or by Credit Card** - TACK SOLUTIONS will use its best efforts to sell consigned items on behalf of PRINCIPAL during the term of the Agreement, but shall only be required to contact PRINCIPAL in the event an offer is made on consigned item(s) for less than the listed sell price. All sales will be paid for by cash, Credit Card or Check.

7. **Payment after Sale** - In the event of a sale, PRINCIPAL shall receive the amount specified in the Agreement for each item sold, unless an offer made by TACK SOLUTIONS is accepted by PRINCIPAL. Consignment checks will be mailed to PRINCIPAL on the 20th day of March, June, September & December for all items sold before the 15th day of that month, as long as the total amount to be received is \$25.00 or more. Checks can be picked up from TACK SOLUTIONS five (5) days after the sale of consigned item(s). All PRINCIPAL'S will be charged a \$3.00 fee for each check issued.

8. **Lay-Away Sales**- PRINCIPAL understands that one or more items may be sold on lay-away, (sale to be completed within 60 days), & that if so sold, PRINCIPAL may not remove that item from the store for a period of 60 days after the lay-away sale date.

Any lay-away sale not completed, & any monies received by TACK SOLUTIONS shall be the sole property of TACK SOLUTIONS.

9. Agreement shall last for a period of six (6) months & shall automatically terminate on _____, unless mutually renewed for another contracted period of time prior to the above date. It is PRINCIPAL'S sole responsibility to remember to renew contract.

10. **Unsold Items - Return** - After the expiration of this Agreement it shall be the responsibility of PRINCIPAL to pick-up any consigned item(s) not sold during the term of the Agreement. Should TACK SOLUTIONS not be able to contact CONSIGNEE based on the information provided by PRINCIPAL, the contract will terminate immediately, without compensation for consigned items. Any item(s) not sold by TACK SOLUTIONS or picked up by PRINCIPAL within thirty (30) days after the automatic termination of this Agreement, shall become the property of TACK SOLUTIONS without compensation to PRINCIPAL.

11. **Entire Agreement** - This Agreement contains all of the terms & conditions agreed to between TACK SOLUTIONS and PRINCIPAL, & no oral conversation, promises or other statements, agreements or commitments made by either party shall be enforceable against the other unless contained in this Agreement or some other formal writing.

12. **Non-Assignability** - This Agreement is non-assignable by PRINCIPAL without the written consent of TACK SOLUTIONS, & is non-assignable by TACK SOLUTIONS unless its ownership interest in its business is sold.

13. **Non-Employer/Employee Relationship** - Nothing contained in this Agreement shall be construed to establish or create an employer/employee relationship between TACK SOLUTIONS & PRINCIPAL.

14. **Governing Law - Arbitration** - This Agreement is entered into & shall be construed in accordance with the laws of the State of Arizona. In the event that any dispute should arise between the parties as to any portion of this Agreement, the parties agree to enter into arbitration pursuant to the terms of the Maricopa County Superior Court Arbitration.

15. **Benefits** - This Agreement shall insure to the benefit of, & be binding upon, the parties to this Agreement, their legal representatives, personal representatives, successors & assigns.

16. **Paragraph Headings** - The various paragraph headings are inserted for convenience of reference only, & shall not affect the meaning or interpretation of this Agreement or any section in it.

17. **Severability** - In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity & enforceability of the remaining provisions shall not be affected, and effect shall be given to the intent of the parties which is manifested by the provisions, so as to hold them to be enforceable & valid.

18. **Modification** - This Agreement may not be modified or terminated orally, & no modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom it is sought to be enforced.

19. **Attorney's Fees** - In the event an action is brought against TACK SOLUTIONS or PRINCIPAL by the other to enforce this Agreement through Arbitration, both parties agree to pay the reasonable attorney's fees & costs of the arbitration to the successful party as determined by any arbitrator. DATED this _____ day of _____, 20__ 9

Agent for TACK SOLUTIONS *by Leslie*

Consignee (Print Name)

Consignee Signature

Consignee Phone number

Consignee Address

City, State & Zip

Sign & date renewal lines below to renew contract (both are needed or contract is terminated at end of Agreement!)

Renewal Date: _____ Sign _____ Renewal Date _____ Sign _____

Renewal Date: _____ Sign _____ Renewal Date _____ Sign _____

Email Address: _____ Birthday: _____