



CREATURE SOUND RECORDS

Consignment Agreement Template

This Consignment Agreement (the “Agreement”), is entered into this (day)(Month).....of (year), provides for the terms and conditions governing the contractual relations between the following parties who agree to be bound by this Agreement:

Consignee:

Creature Sound Records Ltd
30 Church Street
Tredegar
Wales UK
NP22 3DP
[*Creaturesound@hotmail.com*](mailto:Creaturesound@hotmail.com)
07432061956

Consignor:

(Name)
(Address)

(Email)
(Tel)

WHEREAS, Consignor owns right and title to the commodities on consignment (the “Merchandise”),

WHEREAS, Consignee desires to take possession of the Consigned Items with the intention of selling the said merchandise on behalf of the Consignor;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

GOODS.

The following products shall be sold on consignment:

Artist/Band	Album/Single Name	IRSC	UPC	Description	Wholesale Price	Retail Price



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RIGHT AND TITLE.

The consignor owns the Merchandise until the same is purchased or to the terms agreed upon by the Parties.

RIGHT TO LIMITED USE AND SELL.

Consignor grants Consignee the right to sell the Product. Consignee is likewise granted the right to display and sell the Merchandise in a way the Consignee deems best for said Merchandise to possibly be sold, but nonetheless in accordance with the terms and conditions specified in this Agreement.

PRICING. The minimum price of the Merchandise at which the Consignee may sell is/are indicated in the Goods clause. Any amount that the Merchandise is sold above the minimum shall entitle the Consignor the excess amount. An amount below the minimum amount sold by the Consignee shall make the Consignee responsible for the price difference of the indicated minimum amount in this Agreement and the price sold of the Merchandise.

CREDIT SALE.

The consignor does not recommend a sale on credit term by Consignee to any party. In such a case Consignee provides such term to third parties, the full purchase price shall be assumed by the Consignee upon period of payment as if the same was paid in full at the time of sale.

CONSIGNMENT FEE.

The Consignee shall be entitled to a 10 percent (10%) of the full purchase price of each Merchandise sold.

PAYMENT DELIVERY.

Consignee shall deliver the number of sales, less the Consignment Fee, of the Merchandise sold on every 1st day of every month.

FORTUITOUS EVENT.

No Party shall be held liable in case of a fortuitous event and by which parties are not at fault, or by acts of God which parties could not have reasonably foreseen or foreseen but could have been avoided.



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INSURANCE. Consignee shall maintain insurance coverage that shall be sufficient to compensate the Consignor in the event of re, damage, robbery, theft, or otherwise.

RETURN OF UNSOLD MERCHANDISE.

The Consignee shall return the unsold merchandise after (Enter Time Period)..... from which the merchandise was not sold but not more than 2 years

In case it was not returned within the period prescribed, the said merchandise shall be considered sold and cost shall be borne by Consignee.

DELIVERY EXPENSES.

The Customer shall bear the cost of shipping expenses for the delivery of the Merchandise upon order. The Consignor will bear the cost of delivery to the Consignee. The Consignee will be bear the cost of delivery to the Consignor for any unsold merchandise as stated in the Return of Unsold Merchandise Clause above.

INDEMNITY. Each Party hereby agrees to indemnify and hold harmless the other, their employees, representatives, and assigns, against any and all damage, liability and loss, and other damages that may arise or otherwise related to this Agreement except in such that a competent court of England and Wales deems that one Party caused deliberate damage, liability, or loss through bad faith, wilful misconduct, or gross negligence, in which case no indemnification shall be provided for the said Party.

MODIFICATION.

No amendments, changes, or modification to this Agreement shall be considered to have been made and valid unless otherwise made in writing, agreed upon and signed by both Parties.

COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute as one and the same Agreement.

NON-TRANSFERABILITY.

This Agreement may not be assigned, alienated, attached, pledged, or otherwise sold to any party in whole or in part.



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ASSIGNMENT.

This Agreement insures the benefit of and is binding upon the assigns, heirs, respective successors, and legal representatives.

GOVERNING LAW.

This Agreement shall be construed under the terms of the governing laws and jurisdiction of the courts of England & Wales only.

TERMINATION.

This Agreement will begin at the time of the date of its execution, and upon signing of the Parties and will cease upon express written intent of any of the Parties herein. Written notice must be given to the address stated at the beginning of this agreement with one months notice.

IN WITNESS WHEREOF Or BY ELECTRONIC SIGNATURE AND RECIEPT FROM AN AUTHORISED EMAIL ADDRESS.

the Parties hereunto has executed this Agreement, on the day and year set forth below.

Consignor Signature:

.....

Print Name:

.....

On Behalf of (Band/Artist)

.....

Date:

Consignee Signature:

.....

Print Name

.....

On Behalf Of The Company

Creature Sound Records Ltd

Date:

CREATURE SOUND RECORDS LTD SAMPLE CONTRACT