



## 2022 Consignment Contract

(Please print and provide all information requested)

Consignor's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell #: (\_\_\_\_\_) \_\_\_\_\_ Home #: (\_\_\_\_\_) \_\_\_\_\_

### Consignment Terms & Conditions

**Period of Consignment:** This contract shall be in effect and the period of consignment shall be from the date and time of signature as noted below through 4:00pm on Sunday, November 13, 2022, or until Consignor removes all consigned items from consignment, whichever occurs first.

**Dates/Location of Consignment:** The Marketplace at Equine Affaire will take place in the Mallary Complex at the Eastern States Exposition in W. Springfield, MA, on November 10-13, 2022.

**Authority to Consign:** Consignor warrants that he/she is at least 18 years of age and is the rightful, unrestricted owner of the items being consigned and that he/she is fully authorized to sell the items being consigned. Consignor indemnifies the Marketplace at Equine Affaire and Equine Affaire, Inc. against any and all claims of ownership by other parties regarding any and all of the consigned items.

**Consignment Registration Fee:** Consignor agrees to pay the Marketplace at Equine Affaire a consignment registration fee of \$5.00, if registering in advance of the event, or \$10, if registering at the event. The Marketplace at Equine Affaire will issue to the Consignor a Consignor number, a copy of the Consignment Contract, and price tags and zipties/pins to attach to items consigned. Equine Affaire reserves the right to limit the number of items consigned.

**Consignment Fee:** Consignor agrees that the Marketplace at Equine Affaire shall be entitled to a consignment fee of 35% of the selling price of any item sold for \$200 or less, 30% of the selling price of any item sold for \$201-\$499, and 25% of any item sold for \$500 or more. All consignment fees shall be based on the selling price before taxes. The amount of the consignment fee shall be withheld from the final payment to the Consignor for the consigned items sold at the Marketplace at Equine Affaire in W. Springfield, MA, from November 10-13, 2022.

**Payment of Money Owed to Consignor:** The Marketplace at Equine Affaire agrees to pay to the Consignor the amount of the selling price of each consigned item sold less the amount of the consignment fee owed to the Marketplace at Equine Affaire under this Contract. At the time that Consignor removes his/her unsold items from consignment, closes his/her account, and seeks payment for sold items, the Marketplace at Equine Affaire will provide an accounting to the Consignor of all items sold, dates of sale, selling prices, taxes collected, consignment fees withheld, and final amount owed to Consignor. The Marketplace at Equine Affaire will issue payment in cash for the total amount owed to the Consignor. However, because of the greater amount of time required to accurately reconcile the account of anyone who consigns an unusually large number of items (e.g. 50+ items), Equine Affaire reserves the right to reconcile such accounts after the close of the show and issue payment by check within 10 days of the close of the event. Consignor will be given one interim opportunity to request an accounting of and payment for items sold prior to removing all items from consignment and closing his/her account.

**Payment of Sales Tax:** The Marketplace at Equine Affaire will collect and retain on behalf of the Consignor the required sales taxes for items sold and pay these taxes to the appropriate taxing authorities as required by law.

**All Sales Final:** All sales of consigned items will be final; no returns/refunds will be accepted/granted.

**Return of Unsold Items:** Consignor may remove his/her items from consignment with the Marketplace at Equine Affaire at any time during the period of consignment that the consignment area is open to the public. Consignor must pick up his/her consigned items by 4:00pm on Sunday, April 13, 2022, or the items shall be considered to be abandoned and shall be donated to a horse rescue selected by Equine Affaire. Consignor must present his/her copy of the Consignment Contract and a photo ID to Equine Affaire, Inc. in order to retrieve unsold consigned items.

**Security:** The Marketplace at Equine Affaire will exercise reasonable care for and 24-hour supervision of the consigned items by security staff during the period of consignment. However, neither the Marketplace at Equine Affaire nor Equine Affaire, Inc. shall be held liable for any damage to or loss or theft of consigned items while in their custody, and Consignor shall not receive any compensation for any such damage or loss or theft.

**Release from Liability:** Consignor agrees that neither the Marketplace at Equine Affaire, nor Equine Affaire, Inc., nor the management or owners of the Eastern States Exposition, nor any of their officers, agents, employees, or other representatives shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or property of the Consignor resulting from theft, fire, water, accident, or any other cause, including negligence of Equine Affaire, Inc. Consignor agrees to indemnify, defend, protect, hold, and save harmless Equine Affaire, Inc., the Eastern States Exposition, and the agents, officers, and employees of Equine Affaire, Inc. against and from any and all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature resulting or arising from any and all injuries to or death of any person, or damage to any property caused by any act, omission or neglect of Consignor. Consignor agrees to consign items at his own risk and hereby releases Equine Affaire, Inc. and its agents, officers, employees, and invitees from all claims for any damage, loss, or injury to persons or property to the full extent permitted by law occurring in or about the Marketplace at Equine Affaire including, but not limited to, damages resulting from the acts of other Consignors, theft, vandalism, fire, and other casualty damage or damage resulting out of any defects in the premises. If the consignor wishes to be protected against loss, it shall be the Consignor's responsibility to do so through a private homeowner, renter, or personal property insurance policy.

Consignor and the Marketplace at Equine Affaire agree to these Terms & Conditions by signing below:

Signature of Consignor: \_\_\_\_\_ Date: \_\_\_\_\_, 2022. Time: \_\_\_\_\_ am / pm

Signature of Marketplace staff receiving items: \_\_\_\_\_

On November \_\_\_\_\_, 2022, I received from the Marketplace at Equine Affaire all unsold items consigned by me.

Signature of Consignor: \_\_\_\_\_

Signature of Marketplace staff returning items: \_\_\_\_\_