Brightmoor Artisans Collective
Working to create an equitable, sustainable and local economy
based on healthy, locally grown and crafted products.
22735 Fenkell St. Detroit, MI 48223

Artisans Café
CONSIGNMENT AGREEMENT
2019

THIS CONSIGNMENT AGREEMENT is herby entered into by and between Brightmoor Artisans Collective (BAC), located at 22735 Fenkell Ave Detroit, MI 48223, and _____ the consignor, located at _____.

_____ : Phone number

_____ : Email

AGREEMENT TO SELL

In accordance with this Agreement, *the consignor* grants the right to display and sell the mutually agreed upon item(s), _____, pursuant to the terms of this Agreement.

BAC agrees to place on display the mutually agreed upon item(s) in a prominent area within their cafe.

The sale price of all items and terms of said sale shall be determined by the fair market value as established by our partners. This price schedule is available digitally by request.

Seller will be mindful of consumer base and our mission of 'working to create an equitable, sustainable and local economy based on healthy, locally grown and crafted products in Brightmoor,' thereby pricing their goods in accordance to what is affordable for the surrounding community at or below the fair market value.

PROCEEDS AND TERMS OF SALES

BAC shall be entitled to retain ___% (15% for members, 20% for non-members) of all proceeds from the sale of each item consigned.

BAC, shall submit a payment for the full amount of the sale price, less the aforementioned agreed upon ___%, to *the consignor* on a monthly basis. *The consignor* shall be paid their portion of the proceeds, ___% (85% for members, 80% for non-members) of the sale price, not to include any applicable sale tax charged, on the first Friday of each month, for sale of their item(s) during that particular month.

Both BAC and *the consignor* agree that payments shall be made in the form of check.

BAC agrees to maintain the agreed upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon in writing and signed by both parties.

BAC shall maintain insurance for the premises and all contents thereof against any damage or theft that may occur to any item(s) left with BAC to sell.
BAC shall retain possession and control of the consigned merchandise for the duration of 2018 or until the sell by date - whichever should occur first - beginning on the aforementioned agreement date.
Prior to or upon delivery of the merchandise, *the consignor* shall provide a complete and accurate inventory list of the merchandise items that have been consigned to be sold. This list must include a clear description of each item, the quantity of each item, the agreed upon price of each item, and it must be signed by both *the consignor* and BAC upon acceptance.
BAC shall only accept clean, quality merchandise in good condition.
All consigned merchandise shall remain at the aforementioned BAC address and shall not be moved to another location without prior written notice to *the consignor*.
Any merchandise that is not sold at the end of the consignment period shall be evaluated by both BAC and *the consignor*. In the event that BAC decides to remove their merchandise*, the consignor* shall assume all responsibility for retrieving and removing the unsold merchandise or arrange for the pick-up and all costs associated with said removal of merchandise.

MERCHANDISE RECORDS

It shall be the responsibility of BAC to maintain all records of consignments and ensure accurate record keeping of each item, quantity and what was sold. *The consignor* shall have the right to inspect all records related to their account.

MERCHANDISE OWNERSHIP

The consignor shall retain ownership of any and all consigned merchandise until such time as the merchandise is sold.

PRODUCE CONSIGNORS

No consignor shall be permitted to sell any produce or product grown by any other parties, other than consignor's family or employees, with the following exceptions:
(1) A consigning farmer may sell produce grown by a relative who is also a farmer, as long as the produce is identified by labeling and/or signage identifying who grew it and where it was grown;
(2) A consigning farmer may enter into a partnership agreement with a neighboring farmer to sell produce raised by that neighbor, provided that the additional produce is not generally available at the cafe;
(3) A consigning farmer has received approval from the cafe manager that said farmer may sell Michigan products not produced by them, but associated with their crop. For example, honey obtained from a local beekeeper whose bees would have pollinated their crop. Consigning farmers shall sell at the cafe only fresh, sound, wholesome produce and products. All food shall be from sources approved or considered satisfactory by the local health officials and the Department of Agriculture and shall be clean, wholesome, free from spoilage, free from adulteration and misbranding, and safe for human consumption.

TRANSPARENCY

Consigning farmers should identify in their labeling and/or signage where their food was grown, how it was grown (clarifying whether or not pesticides, herbicides or other chemicals were used), and when it was picked with the foreknowledge that fresher food contains more nutrients.

FOODSTUFFS CONSIGNORS

A foodstuffs consignor is any person who is actually engaged in the production of any material(s) made into or used as food. Finished foodstuffs may include (but are not limited to) baked goods, confections, spice mixes, beverages, etc. Any foodstuffs offered for sale in closed packages or sealed containers shall bear an approved label stating the producer's name and address, name of the product, ingredients, and net weight or measure. All labeling of any package or container(s) must comply with the State of Michigan Department of Agriculture, Food Division regulations. All foodstuffs offered for sale must be prepared in an inspected and approved kitchen. All foodstuffs prepared in a home kitchen shall comply with all provisions of the Michigan Cottage Food Law enacted in 2010, including labeling. All foodstuffs items will be accepted at the discretion of BAC.

OTHER

Items such as jewelry, ceramics, oils, watercolors, photography, metal smithing, iron works, mixed media, dried flowers, wreaths, baskets, garden décor, woodwork, soaps, and clothing are to be offered for sale by the artist/producer of said goods or their designated representative. Reselling is prohibited.

USE OF PESTICIDES AND ORGANIC PRODUCTS

Many customers are interested in the use of pesticides and the availability of organic products at Artisans Cafe. Any question on products will be directed to the specific consignor concerning their agricultural practices. We fully expect consignors to truthfully represent their products and operations.

Artisans Cafe encourages the certification of organic products by the United States Department of Agriculture Organic Certification Program. Consignors who practice organic agriculture, but are not certified, must use other terminology to describe their growing practices and cannot market their goods as organic. If a consignor is certified, we request a current copy of certification. We do encourage consignors to communicate their agricultural practices with customers through the use of labeling, signage, etc. and explain the level, types and reasons for their use of the chemicals in question. BAC in no way guarantees, warrants, or stipulates that any merchandise offered at the cafe either for sale or sample is organic.

BREACH OF AGREEMENT

In the event that BAC fails to perform and/or adhere to the terms and obligations contained herein this Agreement, *the consignor* shall be afforded the opportunity to cancel this Agreement by providing seven (7) days advance written notice to BAC.

However, BAC shall in turn afford *the consignor* the opportunity to take corrective action prior to the deadline stated in the aforementioned advance written notice to avert cancellation of this Agreement.

TERMINATION OF CONSIGNMENT AGREEMENT

BAC may terminate this Agreement at any time and for any reason by providing seven (7) days advance written notice and by returning to *the consignor* all the unsold merchandise that is the subject of this Agreement. *The consignor* may terminate this Agreement at any time and for any reason by providing seven (7) days advance written notice, but said

termination shall not affect the agreement regarding items of merchandise already sold. The expense of delivery to *the consignor* of any unsold merchandise shall be the responsibility of the party terminating this Agreement.

BUSINESS OPERATION

BAC shall maintain the exclusive right to determine the business operation and management of its premises. *The consignor* shall have no liability or responsibility for the operation and management of BAC's business, employees, staff, officers or agents or any torts or other causes of action that may result from daily operation of business, and BAC agrees to defend, indemnify and hold harmless *the consignor* for same.

LIABILITY FOR LOSS, DAMAGE OR THEFT OF CONSIGNED MERCHANDISE

In the event that the consigned merchandise is lost, stolen, destroyed, damaged or unaccounted for due to any cause, known or unknown, while consigned to BAC:

The merchandise, or each item consigned, that is lost or unaccounted for shall be considered as having been sold, and BAC shall pay unto *the consignor* the amount agreed herein as if the lost merchandise had been sold and *the consignor* shall be paid the previously agreed upon percentage, and that amount shall be paid no later than seven (7) days following the loss of the merchandise.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

BAC and *the consignor* both agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.

The parties agree that any claim or dispute that arises from for through this Agreement, the relationship or obligations contemplated or outlined within this Agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction. This Agreement shall be interpreted and governed by and in accordance with the *Federal Arbitration Act 9 U.S.C. §1-16*.

SEVERABILITY CLAUSE

In the event that any provision of this Consignment Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ENTIRETY

The herein contained Consignment Agreement constitutes the entire understanding of both BAC and *the consignor* pertaining to all matters contemplated hereunder at this time. The parties signing this Consignment Agreement desire or intend that any contract or other agreement entered into between the parties subsequent hereto shall supersede and preempt any conflicting provision of this Consignment Agreement whether written or oral.

WARRANTIES

Neither BAC nor *the consignor* shall make any guarantee or warranties in relation to any sale, use or transfer of the merchandise by the other party or any third party acting on behalf of BAC or *the consignor*.

ASSIGNMENT

This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

GOVERNING LAWS

This Agreement shall be construed and governed in accordance with the laws of the State of Michigan.

WAIVER

BAC and *the consignor* agree that instances or patterns of waiver, forbearance, course of dealing or trade usage shall not affect the right of either party to demand performance of any term or condition contained within this Agreement.

AGREED AND EXECUTED, on _____.

BAC:	**CONSIGNOR:**
_____	_____
(Signature)	(Signature)
_____	_____
(Date Signed)	(Date Signed)