

WAXHAW TACK EXCHANGE

CONSIGNMENT AGREEMENT

Shipping Address:
Waxhaw Tack Exchange
103 S. Church Street
Waxhaw, NC 28173

Mailing Address:
PO Box 1020
Waxhaw, NC 28173

Telephone: 704-843-0474
Fax: 704-843-5480
Email: sales@waxhawtackexchange.com

Consignor:

Consignor Address:

Telephone: _____

Facsimile: _____

E-mail: _____

Waxhaw Tack Exchange, LLC, d/b/a Waxhaw Tack Exchange (“Waxhaw”) will offer your tack and horse-related merchandise for sale at the selling price(s) listed herein at our Church Street location. Waxhaw and Consignor shall share the sales proceeds of the above-referenced items as follows:

- | | |
|-----------------------------------|-----------------------------------|
| Items sold for < \$51 | - 50% to Consignor, 50% to Waxhaw |
| Items sold for > \$51 but < \$151 | - 60% to Consignor, 40% to Waxhaw |
| Items sold for > \$151 - \$1000 | - 75% to Consignor, 25% to Waxhaw |
| Items sold for > \$1000 | - Flat \$250 |

Waxhaw will also add a charge for shipping and handling, if applicable. You may change your consignment selling price(s) at any time by giving written notice to Waxhaw. At approximately one (1) month intervals, Waxhaw will provide you with a check based upon merchandise sold at your designated selling price(s) at the time of sale, based upon the sliding percentages set forth above.

Your merchandise will remain for sale in our Church Street location until the Termination Date. Unsold merchandise must be picked up by you within 20 days after the Termination Date. Any items not picked up by you within 20 days after the Termination Date may be discarded or donated at the discretion of Waxhaw.

This Agreement will remain in effect until the Termination Date, which is one (1) year from the Waxhaw acceptance date below.

By signing this Agreement, Consignor acknowledges that he/she has read and agrees to all terms and conditions set forth on Pages 1 through 6 of this document.

WAXHAW TACK EXCHANGE, LLC

By: _____
Name: _____
Title: _____
Acceptance Date: _____

CONSIGNOR:

Name: _____
Date: _____

TACK AND HORSE-RELATED MERCHANDISE	QUANTITY/ TYPE	SELLING PRICE (\$ per Item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____

27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____
41. _____
42. _____
43. _____
44. _____
45. _____
46. _____
47. _____
48. _____
49. _____
50. _____

CONSIGNMENT AGREEMENT

THE CONSIGNOR, as described on Page 1, and WAXHAW TACK EXCHANGE, LLC, d/b/a Waxhaw Tack Exchange (“Waxhaw”) in consideration of the promises made herein and intending to be legally bound, agree as follows:

1. Consignor desires to have Waxhaw sell its tack and horse-related merchandise in the Waxhaw Tack Exchange Church Street location and Waxhaw possesses the facilities and ability to sell the above merchandise of Consignor and desires to sell such merchandise on a consignment basis pursuant to the terms and conditions set forth herein.
2. Consignor appoints Waxhaw as its non-exclusive consignee for the sale of the merchandise described on the front of this sheet.
3. Waxhaw shall accept possession of the merchandise, on consignment, and offer the merchandise for sale at its Church Street location at the selling price(s) set forth herein or as may be changed by Consignor from time to time.
4. Title to the merchandise consigned and delivered to Waxhaw shall remain with Consignor until sold to a customer, at which time title shall pass directly from the Consignor to the customer.
5. Waxhaw shall have sole discretion in merchandising all consigned merchandise.
6. Waxhaw shall be allowed as compensation the amount the percentage of the selling price(s) as set forth herein.
7. Waxhaw shall keep accurate records showing (i) all merchandise received from Consignor on consignment; (ii) sales records showing quantities sold and terms of sale; (iii) all consigned merchandise remaining on hand with Waxhaw; and (iv) all merchandise returned to Consignor.
8. This agreement will remain in effect for twelve (12) months from the Waxhaw Acceptance Date on the front of this document.
9. Any merchandise remaining unsold must be picked up by the Consignor within twenty (20) days after the “Termination Date” on the front of this document. Any merchandise not picked up before the twentieth (20th) day shall become the sole property of Waxhaw, to dispose of or destroy at its discretion.
10. From time to time, Waxhaw shall deliver to Consignor a remittance of the sum equal to the Consignor's percentage of the selling price(s) as provided for herein.
11. The Consignor represents and unconditionally warrants that all of the merchandise which it sells on consignment through Waxhaw is owned by Consignor free and clear of all liens and encumbrances of any kind or nature.

12. In the event of any claim, lawsuit, petition before an administrative agency, or any litigation whatsoever directed against Waxhaw as a result of a breach of this agreement or any alleged violation of any of the aforesaid laws with respect to the advertising, rental and/or sales by Waxhaw of consigned merchandise, Consignor shall indemnify and hold Waxhaw harmless from all liability therefore. Consignor further agrees to retain at Consignor's expense, legal counsel satisfactory to Waxhaw, for the purpose of defending any said claim, lawsuit, petition, or other litigation; and to reimburse Waxhaw for all legal expenses reasonably incurred by Waxhaw prior to the retention of said counsel by Consignor.
13. Any controversy or claim arising out of or related to this Agreement, or any transactions contemplated herein, that cannot be amicably resolved will be resolved by binding arbitration held in Waxhaw, North Carolina, or any other location mutually agreeable to the parties involved in such dispute, in accordance with the commercial arbitration rules of the American Arbitration Association.
14. This Agreement shall be governed by the laws of the State of North Carolina.
15. This instrument contains all of the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments hereto must be in writing.