



Account #: _____

Fee: \$5.00 \$10.00

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 1:00pm on Sunday, December 7th, 2014, or until Consignor removes all consigned items from consignment, whichever occurs first.

Dates/Location of Consignment: Consignment Cove at West Michigan Winter Horsefest will take place at the 28th Street Showplace in Grand Rapids, MI on December 6-7, 2014.

Consignment Registration Fee: Consignor agrees to pay the Consignment Cove at Horsefest a consignment registration fee of \$5.00, if registering in advance of the event, or \$10, if registering at the event. Consignment Cove at Horsefest, will issue to the Consignor an Account number, a copy of the Consignor Contract, and price tags with zipties/pins to attach to items consigned.

Consignment Fee: Consignor agrees that Consignment Cove at Horsefest shall be entitled to a consignment fee of 30% of the selling price of any items sold for \$200 or less, 25% of the selling price for items sold for \$201-\$499, and 20% of the selling price for 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 Consignment Cove at Horsefest in Grand Rapids, MI, from December 6-7, 2014.

Payment of Money Owed to Consignor: Consignment Cove at Horsefest 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 Consignment Cove at Horsefest under this contract. At the time that the Consignor removes his/her unsold items from consignment, closes his/her account, and seeks payment for sold items, Consignment Cove at Horsefest will provide an accounting to the Consignor of all items sold, dates of sale, selling prices, taxes collected, consignment fees withheld, and the final amount owed to Consignor. Consignment Cove at Horsefest will issue payment in cash for the total amount owed to the Consignor. Consignor will be given one interim opportunity to request an accounting of and payment for items sold prior to removing all items for consignment and closing his/her account.

Payment of Sales Tax: Consignment Cove at Horsefest through CN Sawdust & Feed LLC will collect and retain on behalf of the Consignor the required sales taxes for items sold and these taxes to the State of Michigan.

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

Return of Unsold Items: Consignor may remove his/her items from consignment with Consignment Cove at Horsefest at any time during the period of consignment that the consignment area is open to the public. Consignor must pick up his/her consignment items by 1:00pm on Sunday, December 7, 2014, designate items for donation or transfer to EquuSwap USA, LLC. Consignor must present his/her copy of the Consignment Contract and a photo ID to the staff at Consignment Cove at Horsefest in order to retrieve unsold consigned items.

Security: Consignment Cove at Horsefest will exercise reasonable care for and 24-hour supervision of the consigned items by security staff during the period of consignment. However, neither Consignment Cove at Horsefest, Dawn Simpson, Joel Nyenhuis, Candice Russell, Great Lakes Tack, CN Sawdust & Feed LLC., EquuSwap USA, LLC., 28th Street Showplace, or Sport Shows Inc. shall be held liable for any damage to or loss or theft of consigned items while in their custody.

Release from Liability: Consignor agrees that neither Consignment Cove at Horsefest, nor Dawn Simpson, nor Joel Nyenhuis, nor Great Lakes Tack, nor CN Sawdust & Feed LLC., nor the management or owners of the 28th Street Showplace, 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 West Michigan Winter Horsefest. Consignor agrees to indemnify, defend, protect, hold, and save harmless West Michigan Winter Horsefest, 28th Street Showplace, and all the agents, employees, and officers from these companies 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 by Consignor. Consignor agrees to consign items at his/her own risk and hereby releases West Michigan Winter Horsefest 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 Consignment Cove at Horsefest 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 an defects in the premises. If the consignor wishes to protect against loss, it shall be the Consignor's responsibility to do so through a private homeowner, renter, or personal property insurance policy.

Consignor and Consignment Cove at Horsefest agree to the Terms & Conditions by signing below:

Signature of Consignor: _____ Date: _____ Time _____ am/pm

Signature of Consignment Cove staff receiving items: _____

On December _____, 2014, I designate all unsold item have been returned to me donated transferred to EquuSwap USA, LLC.

Signature of Consignor: _____

Signature of Consignment Cove staff returning items: _____