



Tybout House Shops

117 Market Street, Warren PA 16365
Email: shopkeeper@tybouthouse.com

Founding Managing Members

Angela Tracey, Barb Tracey, Carolyn Worley, Priscilla Breese & Rhonda Goto-Bish

*Thank you for choosing the Tybout House Shops to help you sell your merchandise.
We look forward to an ongoing, mutually successful beneficial relationship with you.*

Farmer, Spinner and Dyer Vendor Agreement

Prior to accepting your merchandise, it will be evaluated by the Managing Members of the business for consideration. Items can be brought in any day of the week for assessment by the Managing Members at their monthly meeting which is held the first Wednesday of each month. We are closed on Sunday, Monday and Tuesday. A signed agreement will be sent to you should your items be accepted for consignment. Please make sure that a paper inventory form accompanies any items you bring in for consideration.

Name _____ Product/s you sell _____

Doing business under what name? _____

To whom should checks be written _____

Where else do you sell your product?

<input type="checkbox"/> at craft shows <input type="checkbox"/> on eBay <input type="checkbox"/> on Etsy <input type="checkbox"/> on Facebook Market <input type="checkbox"/> on Amazon <input type="checkbox"/> at another brick and mortar shop <input type="checkbox"/> out of your home	Other
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Mailing Address _____

(City, State, Zip Code) _____

Phone _____ (Home) _____ (Cell)

Email _____

CONSIGNMENT AGREEMENT

On this day _____, the Tybout House and _____ (consignee) do hereby enter into the following agreement:

1. **Purposes:** The consignee appoints the Tybout House as agent for the merchandise consigned under this agreement, for the purposes of sale. The Tybout House shall not permit the merchandise to be used for any other purposes without the written consent of the consignee. The Tybout House reserves the right to reject any and all merchandise even if the consignee has previously consigned with us.

2. **Consignment:** Consignee hereby consigns to the Tybout House, and the Tybout House accepts on consignment, those works listed on the included inventory sheet, which is a part of this agreement. The consignee can download this agreement on our website at <https://tybouthouse.com>. Bring in the inventory sheet each time you bring in items that you are selling. The agreement will remain on file until such a time that the partnership is ended.

4. **Transportation Responsibilities:** Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of merchandise from the consignee to the Tybout House, shall be the responsibility of the consignee. Packing, shipping, insurance, and other handling expenses from the Tybout House to the consignee is the sole responsibility of the consignee.

5. **Responsibility for Loss, Damage, Insurance Coverage:** The Tybout House will make every effort for the safe keeping of all consigned merchandise while they are in its custody. However, if the item is stolen, lost, damaged, the Tybout House will not be responsible for the cost of the item/s.

6. **Taxes:** The Tybout House agrees to collect and pay Pennsylvania sales taxes when appropriate. (There is no tax on fiber or yarn in Pennsylvania at this time.

7. **Pricing; Commission:** Terms of Payment the Tybout House shall sell merchandise only at the retail price specified on the inventory sheet/s of this agreement. Retail price for merchandise must be agreed upon by both the consignee and the Tybout House. (*Prices should be the same as asked for at any location at which you sell your merchandise and may display your logo. If you are not sure about how much to charge the "rule of thumb" is the cost of materials (x) 3.*) The Tybout House and the consignee agree that the Tybout House commission is to be 20% for all, regardless of the retail price of the merchandise. Payment to consignee for all sold merchandise will be paid out in the form a check for 80% of the agreed upon retail selling price at the beginning of each month.

8. **Promotion:** The Tybout House shall use its best efforts to promote the sale of the merchandise. The Tybout House agrees to place merchandise in a prominent place in the establishment. Any marketing tools, such as logo, pictures, etc that consignee owns and would like the Tybout House to use in their promotion/advertising will need to be provided when agreement is signed. **All items should have an attractive label advertising your business with the price on it and content of the material from which it is made large enough for a barcode to be attached. (A suggestion of (1½" by 2½".)** Consignee understands that while the Tybout House agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guaranty a sale will occur.

Signatures

Consignee Printed name

Consignee Signature

Consignee signed date

Tybout House Shops

Manager and Vendor Coordinator

Signed Date