



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.*

Vendor Agreement for Those Submitting Gift Items

NEW PROCEEDURE Prior to accepting your merchandise, it will be evaluated by the Managing Members of the business for consideration. We will look at it for quality and shellability. Items can be brought in any day of the week for assessment by the Managing Members. We should know if your item will be accepted within a week. A signed agreement will be returned to you should your items be accepted for consignment. Once you have an accepted *Vendor Agreement for the Submission of Gift Items* on file you will not have to resubmit another application with your next submission of items. Please remember we do expect a paper copy of your new items. You do not need to submit this inventory digitally.

Name _____ Product/s you sell _____

Doing business under what name? _____

To whom should checks be made out? _____

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. The vendor will be notified to pick up any items not to be included in the inventory.

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. A consignee can download both the forms on our website at <https://tybouthouse.com>. Bring in an 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.

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 a 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. The location of your items may be changed from time to time for interest to the customers. Your items will not necessarily be kept together, but will be placed to be appealing to the eye.

Signatures

Vendor's Printed name

Vendor's Signature

Consignee signed date

Tybout House Shops

Signature Priscilla Breese, Vendor Coordinator
Questions call: 814-688-0293

Signed Date