



The Austin Junior Forum 2009 Christmas at the Caswell House Consignor Agreement

This consignor agreement is made and entered into by and between the Austin Junior Forum, Inc., a Texas Non-profit Corporation, hereinafter referred to as "AJF" and _____,

(Business or Consignor's name)

hereinafter referred to as "consignor". Consignor is assigned the following vendor number for use during the term of this agreement: _____

II.

In consideration of the mutual covenants and agreements set forth in this Consignor Agreement, and other good and valuable consideration, Consignor does hereby agree that any product that is placed in the AJF Christmas at Caswell Gift Shop, 1404 West Ave., Austin, TX 78701, Travis County, **November 5-15, 2009, will be sold on a 20% commission basis, plus 4% if a credit card is used in the sale of Consignor's merchandise.** Consignor will be paid for merchandise sold no later than 15 days after conclusion of last day and will receive an itemized list of merchandise sold. Consignor agrees to pay AJF a nonrefundable consignment fee of **\$250.00**. Consignor also agrees to donate a gift certificate and/or merchandise with a minimum value of \$50.00 to be used during the live auction or raffle baskets during the week long event. The auction item will be dropped off on the day merchandise is delivered and checked in. Please clearly mark the item as the donation, not as sellable merchandise, and do not include it on the inventory.

III.

The Austin Junior Forum does not provide insurance for any property which Consignor may place in said premises and is under no obligation to obtain or maintain insurance on behalf of Consignor. AJF shall not be liable to the person or property of Consignor. Consignor agrees to indemnify and hold AJF harmless against any and all claims, demands, costs, damages and expenses including reasonable attorney fees which may arise from such alleged damage or loss of Consignor.

IV.

Consignor agrees to **deliver in person** to the Caswell House, 1404 West Ave, Austin, Texas, on either Friday, October 30, Saturday, October 31. (If Consignor is from out of town, shipment is to arrive to Caswell House **no later than October 30, 2009**). All consigned articles submitted to AJF for sale must be acceptable as to price, quality of materials, workmanship and marketability. AJF reserves the right to reject any article that it deems as unsuitable for sale for any reason. **All consigned goods must be marked with AJF provided barcodes. Do Not Fold Price Tags When Placing on Product.** Consignor agrees that all merchandise submitted for sale shall be kept on said premises for entire length of Christmas at Caswell event. All articles not sold during 2009 Christmas at Caswell, **must be picked up by Consignor by appointment the following week.** If Consignor is from out of town, unsold merchandise will be shipped via UPS with a return tag from UPS provided by Consignor.

V.

Consignor specifically acknowledges that Consignor has carefully read and understands the terms and conditions set out in this agreement and the attached Consignor's Operating Policy. Consignor agrees to comply with, and be bound by all terms and condition of said operating policy. The terms and conditions set out in Consignor's Operating Policy are an integral party of this agreement and a default by Consignor of one or more of the terms of AJF's Operating Policy attached hereto shall be a default under this agreement.

This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Travis County, Texas.

In case anyone or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been included in the agreement.

No amendment, modification, or alterations of the terms of the agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties of this agreement.

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statue, ordinance, or otherwise.

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

The undersigned AJF Gift Shop Committee Member and Consignor execute this agreement on the

_____ day of _____, 2009, at Austin, Travis County, Texas.

AJF Gift Shop Committee Member

Consignor

Printed Name

Printed Name

Company Name_____

Address_____

Email_____

Phone Numbers _____

**PLEASE MAIL CONTRACT TO:
Austin Junior Forum
C@C Gift Shop
P.O. Box 26628
Austin, TX 78755-0628**