

# refinemint boutique

## merchandise consignment agreement

**effective date:** \_\_\_\_\_

**by and between:**

refinemint boutique, LLC  
880 main street Belford, new jersey 07718  
(732)495.1001  
refinemintboutique@gmail.com

**and**

name (vendor): \_\_\_\_\_

address: \_\_\_\_\_

phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

facebook: \_\_\_\_\_ website: \_\_\_\_\_

**summary:** the vendor wishes to sell \_\_\_\_\_,  
herein referred to as the merchandise or attached as (exhibit a) by consigning said  
item(s) to refinemint boutique for sale as detailed in this agreement. it is  
understood:

**contract term:** the vendor agrees to leave the merchandise with refinemint  
boutique for a minimum of 60 days.

**promotion:** the company agrees to display the vendor's merchandise in refinemint  
boutique's retail space located @ 880 main street, belford,nj. any discount of the  
items will be discussed and confirmed with the vendor.

**price:** refinemint boutique shall retain 40% of the purchase price.

**payment:** it is the sole responsibility of the vendor to inquire about the sale of  
his/her merchandise. the vendor will be paid by check for the full purchase price  
less the aforementioned commission fee. funds will be available to the vendor 5  
business days after the merchandise has sold.

**delivery:** the vendor shall arrange for delivery and pickup of merchandise to the  
following location: 880 main street, belford, new jersey 07718.

**unsold merchandise:** should any merchandise remain unsold at the end of the  
vendor period the vendor will be responsible to remove the merchandise. any costs  
associated with the removal shall be the responsibility of the vendor.  
refinemint boutique, its officers, directors and employees are not responsible for the  
loss of or damage to or destruction of an item by any cause or for any reason.

## **general provisions**

**independent contractors:** the relationship between the parties established by this agreement is that of independent contractors. either party will not have the power to direct and control the day to day business activities of the other or enter in to an agreement for or on behalf of the other party. neither party is an agent, representative or partner of the other party.

**publicity:** refinemint boutique maintains the right to obtain and use images of all products contained within the premises for the purpose of advertising and promotion. We ask if you have a facebook, instagram, and/or website, that you please promote the sale of your items in our boutique on your pages.

**governing law and jurisdiction:** this agreement and the parties are governed by the laws of the state of new jersey.

**entire agreement:** this agreement, attachments, amendments and modifications constitute the entire agreement between both parties.

**amendments/modifications:** all waivers, amendments, modifications and additional exhibits shall be in writing and dully executed by both parties.

**assignability:** neither party may transfer or assign this agreement without the express written consent of the other party.

**We have reviewed this agreement and agree to and accept all of its terms and conditions.**

**refinemint boutique**

**vendor**

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samantha mccarthy owner/founder

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