



Nasketucket Bay Vineyard, Inc.
237 New Boston Rd.
Fairhaven, MA 02719
www.peacelovevino.net

CONSIGNMENT AGREEMENT

This agreement is entered into on _____ between the
“Consignor”; _____ and the “Consignee”, Nasketucket Bay Vineyard, Inc. The Consignor
wishes to sell products listed below on consignment and Nasketucket Bay Vineyard, Inc. wishes to sell those products on
behalf of the Consignor. Both parties agree to the consignment terms as outlined below.

1. Consignor agrees to provide products to Nasketucket Bay Vineyard, Inc. as listed on the attached Consigned Product List Addendum.
2. Nasketucket Bay Vineyard, Inc. agrees to display products for sale at their facility located at 237 New Boston Rd. Fairhaven, MA 02719 at the agreed upon sale prices as outlined in the attached Consigned Product List Addendum for the time period of _____. This time period can be extended or reduced at any time the discretion of Nasketucket Bay Vineyard, Inc.
3. Both parties agree to a 70/30 consignment split of the sale price of products listed, with 70% of the sale price being paid to the Consignor and 30% of the sale price retained by Nasketucket Bay Vineyard, Inc.
4. Consignor agrees to provide Nasketucket Bay Vineyard, Inc. with expected sale prices for the products based on the understanding of the above-mentioned consignment split. Both parties agree that the price shall not change unless otherwise agreed upon by both parties in writing.
5. Nasketucket Bay Vineyard, Inc. agrees to pay the Consignor for products sold as outlined above by check along with a corresponding report of what products were sold. Payment will be sent via mail in the first week (5 business days) of the following month for the prior month’s sales.
6. Consignor agrees to provide Nasketucket Bay Vineyard, Inc. with a fully executed W-9 form for tax filing purposes and accuracy in payment along with a signed copy of this agreement.
7. Both parties understand that this agreement can be terminated at any time by either party with 7-day written notice. At which time, the Consignor will be responsible for the collection of remaining products that have not sold and is responsible for any shipping costs incurred to return products to the Consignor.
8. Both parties agree that ownership of the products remains with the Consignor until they are purchased by the end-user customer of Nasketucket Bay Vineyard, Inc. or are received back by the Consignor and that Nasketucket Bay Vineyard, Inc. shall not be held liable for any products that are lost, stolen or damaged during the time that they are on the Nasketucket Bay Vineyard, Inc. premises. The Consignor shall not hold Nasketucket Bay Vineyard, Inc. liable for any losses incurred in the theft, damage or loss of products during the time they are on premises. It is the Consignors responsibility to carry appropriate insurance coverage for products or personal property being stored away from their primary premises.
9. Both parties agree that any applicable sales tax for products sold shall be paid by the end-user customer and, in-turn collected by Nasketucket Bay Vineyard, Inc. and paid to the appropriate government agencies by the Nasketucket Bay Vineyard, Inc.
10. Consignor agrees that decisions regarding how and what products to display for sale and when is up to the sole discretion of Nasketucket Bay Vineyard, Inc.
11. Both parties agree that t Nasketucket Bay Vineyard, Inc. is under no obligation to sell all products provided.
12. Both parties agree that this agreement and any related addendums may be modified or amended if and when the amendment is agreed upon and signed by both parties.

Consignor: _____

Consignee: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

