



Consignment Sale Agreement

A2Z Consignment / Vista Flipper and Huron Public Library (Consignor) hereby enter into the following Consignment Sale Agreement (“Agreement”) as of January 23, 2020 (today’s date):

Purpose and Effect

The purpose of this contract is to allow A2Z Consignment / Vista Flipper to sell various media on behalf of the Consignor for a commission based on the sale price of the item.

Agreement

1. Consignment Period: The Consignment Period extends indefinitely for each item until **terminated** by the request of Consignor or by A2Z Consignment / Vista Flipper according to its absolute unfettered discretion.
2. Cancellation of Agreement: Either party may cancel the Agreement for any reason, terminating the Consignment Period of all items.
3. Right of Refusal: A2Z Consignment / Vista Flipper reserves the absolute right to refuse for any reason any item offered by Consignor under this Agreement.
4. Handling of Refused or Terminated Items: In the event of refused or terminated items, Consignor agrees to 1) take possession of such items and bear responsibility for any shipping costs and/or marketplace fees to dispose of or return the inventory, or 2) Authorize donation or recycling of terminated items, **within fourteen (14) days** of notification or the unreceived items become the property of A2Z Consignment / Vista Flipper. Subject to Paragraphs 12 and 13.
5. Price: Consignor agrees that A2Z Consignment / Vista Flipper will have full and complete discretion to set the sale price for any item provided

by Consignor.

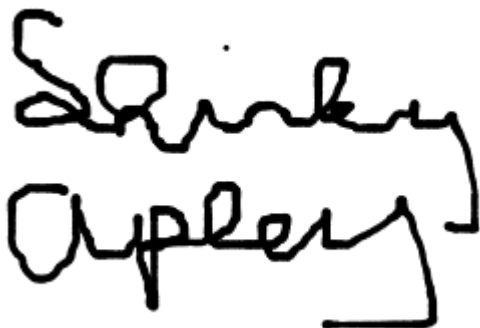
6. Sale Proceeds: Consignor understands that the Sale Proceeds equal the price of the item sold minus marketplace fees and inbound shipping costs. Fees range from sale to sale and equal from 15-50% of an items sale price. This percentage takes into account the fees charged by services such as Amazon.com as well as the cost of shipping to A2Z Consignment / Vista Flipper for processing and the shipping cost from A2Z Consignment / Vista Flipper to dedicated fulfilment centers.
7. Consignor Earnings: A2Z Consignment / Vista Flipper agrees to pay the Consignor 50% of the Sale Proceeds. Consignor's right to Earnings under the Agreement accrues when payment has been received for an item from a buyer.
8. Cancelled and Returned Sales: If a purchase is canceled or returned A2Z Consignment / Vista Flipper reserves the absolute discretionary right to either 1) take ownership of the item and leave Consignor earnings in tact, or 2) retract Consignor earnings and offer the item again for sale.
9. Loss or Damage to Items: Consignor agrees to hold A2Z Consignment / Vista Flipper harmless for any damage or loss to any item provided by Consignor, so long as such loss or damage occurs for any reason other than the negligence of A2Z Consignment / Vista Flipper. In particular, Consignor agrees to waive any and all claim(s) for damages in the event of loss or damage by fire, water, earthquake, or tornado.
10. Payment: A2Z Consignment will pay Consignor within forty-five (45) days of the sale of each item, subject to paragraphs 6 and 7, with the exception that amounts due to consignor less than \$50 or an otherwise agreed upon Minimum Check Amount will be held until 1) all items are sold, 2) the Consignor requests payment (limited to 1 payment per month), or 3) A2Z Consignment / Vista Flipper decides to issue payment. A2Z Consignment / Vista Flipper will provide printed itemization of sales and earning with each payment. Under regular circumstances payments will be issued once per month.
11. Availability for Purchase: A2Z Consignment will make a good faith effort to make any items subject to this Agreement available for purchase online 24 hours a day, 7 days a week. Occasional exceptions may occur.

12. Prior Authorization to Donate or Recycle **Refused** Items (Optional):
Consignor gives **Prior Authorization** to A2Z Consignment / Vista Flipper to donate or recycle **refused** items.

A handwritten signature in black ink, consisting of the name "Shirley" on the top line and "Apley" on the bottom line. The signature is written in a cursive, flowing style.

(Optionally sign to authorize)

13. Prior Authorization to Donate or Recycle Terminated Items
(Optional): Consignor gives Prior Authorization to A2Z Consignment / Vista Flipper to donate or recycle terminated items.

A handwritten signature in black ink, consisting of the name "Shirley" on the top line and "Apley" on the bottom line. The signature is written in a cursive, flowing style.

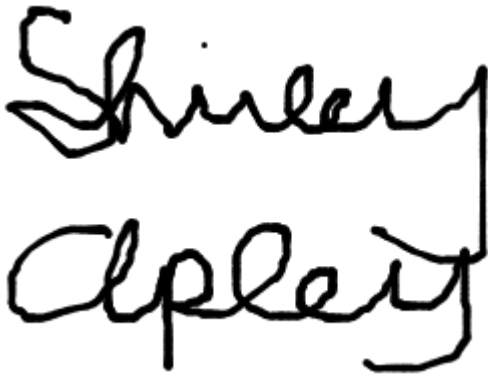
(Optionally sign to authorize)

14. Contact Information: Consignor agrees to immediately notify A2Z Consignment / Vista Flipper of any changes to Consignor's contact information.

Contact Person Full Name: Shirley Apley
Organization/Business Name: Huron Public Library
Address: 521 Dakota Ave S
City, State, Zip: Huron, SD 57350
Phone: 605-353-8530
Email: librarydirector@libraryhuronsd.com

15. Entire Agreement: This Agreement sets forth the entire agreement

and understanding between Consignor and A2Z Consignment / Vista Flipper relating to the subject matter herein. No modification of or amendment to this Agreement will be effective unless in writing signed by both parties.

Handwritten signature in black ink, appearing to read "Shirley Apley". The signature is written in a cursive style with a vertical line extending downwards from the end of the name.

Consignor Signature

Joshua Dray

A2Z Consignment / Vista Flipper

1301 Vale Terrace Dr.

Vista, CA 92084

(760) 428-8965

support@a2zconsignment.com

Joshua Dray and Katelyn Dray