

## Consignment Application to the Kalona Historical Village Gift Shop

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

What is your medium: \_\_\_\_\_

Price Range: \_\_\_\_\_

Do you have your own display equipment? \_\_\_\_\_

If yes, please describe: \_\_\_\_\_

\_\_\_\_\_

Is there anything more you wish to tell us about your work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please attach photographs of examples of your work.

Email this form, with attachments, to [gracetully@mediacombb.net](mailto:gracetully@mediacombb.net)

The Consignment Committee meets once a month. We will contact you after decisions have been made.

## Consignment Agreement

WHEREFORE, \_\_\_\_\_, Consignor of certain items more particularly described hereinafter and Kalona Historical Village Gift Shop, Consignee for and in exchange of good and sufficient consideration and the mutual promises and undertakings set forth in this Consignment Agreement (“Agreement”) do agree to the following:

- 1. Ownership.** Consignor warrants, covenants and agrees that the items being sold are owned by Consignor and that the parties agree that title to the consignment shall remain in Consignor until such consignment is sold by Consignee.
- 2. Description of Consignment.** Consignor agrees to deliver and Consignee agrees to accept for the purpose of sale on the terms and conditions hereinafter recited in this Agreement, the following described items. Consignor to provide accurate lists of consigned items; successive lists will be appended to this agreement.
- 3. Price.** The offering price(s) are to be determined by Consignor. Consignee agrees to inform Consignor of bona fide offers to purchase the consigned items for prices less than the asking price set by Consignor. Consignor reserves the exclusive right to accept a price less than the offering price.
- 4. Time of Payment(s) to Consignor.** Consignor agrees that Consignee shall make full payment on the sale of any consigned items on the first day of the month following such sale.
- 5. Amount(s) of Payment(s) to Consignor.** Consignor and Consignee that an amount of 80% of the selling price as set by Consignor shall be due and payable to Consignor upon the sale of the items subject to this Agreement if the Consignor is a member in good standing of the Kalona Historical Society (KHS). If a Consignor is not a member of the KHS, Consignor shall receive 70% of the selling price. Consignee shall provide a monthly written statement listing all sales made of the items subject to this Agreement.
- 6. Termination of this Consignment Agreement.** Consignee may terminate this Agreement at any time by returning to Consignor all of the unsold items which are the subject of this Agreement. Consignor may terminate this Agreement at any time so long as such termination is made before the sale of items which are subject to this Agreement. All unsold items to be picked up by Consignor at termination.
- 7. Operation of Consignee’s Business.** Consignee shall have the exclusive right to determine the business operation and management of its premises.

Consignor shall have no liability or responsibility for the operation and management of Consignee's business, employees or agents.

8. **Advertising.** Consignee may use Consignor's name or other identifying information in the advertising, promotion and sale of the consigned items.

9. **Assignment.** This Agreement is not assignable and may not be modified other than by a written modification agreed to and signed by both parties.

10. **Construction.** This Agreement shall be construed and governed according to the laws of the State of Iowa.

11. **Waiver.** Waiver, forbearance, course of dealing or trade usage shall not affect the right of a party to demand performance of any term or condition of this Agreement.

AGREED AND EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Consignor: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Consignee: \_\_\_\_\_

Nancy Roth, Managing Director  
signing on behalf of the  
Kalona Historical Village Gift Shop

Address: 715 D Avenue  
Kalona, Iowa 52247  
319.656.2519