

California Wool and Fiber Festival (CWFF)
Consignment Agreement

This Agreement is made effective as of _____ (date) between California Wool and Fiber Festival (CWFF) and _____ (seller).

The parties agree as follows:

- Right to Sell. _____ (seller) owns _____ (item). In accordance with this Agreement _____ (seller) grants CWFF the right to sell _____ (item) at the California Wool and Fiber Festival 2017.
- The sale price will be \$ _____, determined by seller.
- Proceeds of Sales. CWFF will pay to _____ (seller) the sales price minus 10% commission by November 1, 2017.
- Title to Merchandise. Consigned merchandise shall remain the property of the seller until sold.
- Loss or Damage. Pleased be advised that CWFF does not hold insurance to cover loss or damage to the item.
- Taxes. Seller shall be exclusively responsible for any sales or income taxes resulting from the sale of their item.
- _____ (seller) agrees to deliver said item to:

Pacific Textile Arts, 450 Alger St., Fort Bragg, CA 95437 between September 6, 2017 and close of business September 12th, 2017, OR deliver to the Boonville Fair, Commercial Building, September 14th or 15th 2017 between the hours of noon and 5 pm.
- Seller will email a copy of this contract to: <webmistress@fiberfestival.com> or mail to: Carrie Ham 10950 Bachelor Valley Rd., Witter Springs, CA 95493 by September 6, 2017.

By signing this agreement to place an item or items in the California Wool and Fiber Festival (CWFF) used equipment booth, I, _____ (seller), agree to fully defend, indemnify, and hold harmless CWFF from any and all claims, lawsuits, demands, causes of action, liability, loss, or damage to my item, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief), arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of CWFF, its officers, personnel, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursement to CWFF for all legal fees, expenses, and costs incurred by it.

Date _____

Seller's Name Printed _____

Seller's Signature _____

Address _____

Phone _____

Alternate Phone _____

Email _____

ITEM DESCRIPTION _____
