WIGGLE WORMS
CONSIGNMENT AGREEMENT

Effective Date: _____

The Store: Meghan E. Maranto, LLC d/b/a Wiggle Worms
2248 S. 8th Street
Fernandina Beach, FL 32034

Consignor Name: _____

Consignor ID: _____

Consignor Address: _____

Consignor Phone: _____

Consignor Email: _____

THIS CONSIGNMENT AGREEMENT (this "Agreement") is entered into on the Effective Date stated above between the Store and the Consignor identified above.
The Store is a retail consignment store offering children's clothing, books, toys, and related merchandise, and Consignor wishes to consign certain items for retail sale at the Store. In consideration of the mutual terms and conditions of this Agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Consigned Items. Consignor has delivered to the Store for consignment sale the children's clothing, toys, and related merchandise accepted by the Store's staff at drop-off, as reflected in the Store's intake record, tag list, point-of-sale system, receipt, or other inventory record (collectively, the "Items"). Consignor represents and warrants that Consignor is duly authorized to consign each Item. The Store may decline, return, donate, dispose of, or refuse to display any Item that the Store determines, in its discretion, is unsuitable for resale, including Items that are damaged, stained, incomplete, unsafe, counterfeit, unsanitary, seasonally inappropriate, subject to recall, or otherwise inconsistent with the Store's resale standards.
2. Items Accepted. With respect to the Items accepted for consignment, Consignor appoints the Store as Consignor's limited agent solely for the purpose of displaying, marketing, pricing, discounting, and selling the Items under this Agreement. Title to each Item remains with Consignor until the Item is sold, donated, disposed of, abandoned, or otherwise transferred as authorized by this Agreement; however, Consignor may not take back any of the Items after consignment.
3. Items Not Accepted. Consignor acknowledges that he/she has forty-eight (48) hours to pick up any Items not accepted by the Store for consignment. With respect to all Items not picked up in this period of time, Consignor hereby authorizes the Store to donate or discard such Items as it sees fit (with a charge of Five Dollars ($5.00) to Consignor's account).

4. Consignment Period. The consignment period for accepted Items is one hundred twenty (120) days, beginning on the date the Store prices the Items for sale. The Store may determine when, where, and how Items are displayed and marketed on the sales floor.
5. Pricing, Markdowns, and Returns. The Store will determine the initial resale price for each Item based on condition, brand, season, demand, and the Store's resale standards. The Store may apply markdowns, discounts, promotions, coupons, or bundled pricing according to its then-current pricing policies. As of the date of this Agreement, the Store's pricing policy is as follows: (i) after 30 days – 25% off; (ii) after 60 days – 50% off; (iii) after 90 days – 75% off. Consignor authorizes the Store to sell the Items at the applicable marked, discounted, or promotional price. The Store may accept customer returns, issue refunds, correct pricing or inventory errors, resolve customer disputes, and make reasonable account adjustments consistent with the Store's ordinary retail practices.
6. Unsold Items. After the 120-day consignment period, title to all Items that have not been sold shall transfer to the Store, and such Items may be offered for sale at a discounted price (with all net revenue from such discounted sales going to charity), donated, or discarded, as the Store sees fit.
7. Commission and Payout. For each Item sold during the 120-day consignment period, the Store will retain a commission equal to sixty percent (60%) of the net sale price actually received by the Store, excluding sales tax, refunds, chargebacks, payment-processing adjustments, and any other pass-through amounts not constituting the Store's sales proceeds. The remaining balance will be credited to Consignor's credit account. The Store may offset any refund, return, chargeback, error, or amount owed by Consignor against amounts otherwise payable to Consignor.
8. Consignor Accounts. Consignor may spend any or all of his/her credit balance in the Store. The Store will also issue a check payable to the Consignor for any credit balance exceeding Ten Dollars ($10.00). All of Consignor's unused credits for Items sold shall expire one (1) year after Item drop-off.
9. Loss or Damage. The Store will use commercially reasonable care in handling accepted Items, but the Store is not an insurer of the Items. The Store is not liable for loss, theft, damage, deterioration, casualty, shoplifting, customer handling, or events beyond the Store's reasonable control, except to the extent caused by the Store's gross negligence or intentional misconduct.
10. Taxes. The Store will collect and remit applicable Florida sales tax on retail sales of Items to the extent required by law. Consignor is solely responsible for any income tax or other tax consequences arising from payments or credits received under this Agreement.
11. Miscellaneous.
    a. Independent Parties. Except for the Store's limited authority to sell accepted Items under this Agreement, the parties are independent contracting parties. This Agreement does not create a partnership, joint venture, employment relationship, fiduciary relationship, or general agency.
    b. No Guarantee of Sale. The Store does not guarantee that any Item will be displayed, marketed in any particular manner, sold, sold at a particular price, or sold within any particular time.
    c. Notices. The parties may provide notices to each other using the contact information provided on the first page of this Agreement, or to such other address as a party designates in writing from time to time.

d. Governing Law; Venue. This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any action arising out of or relating to this Agreement must be brought in a court of competent jurisdiction located in Nassau County, Florida.
e. Attorneys' Fees. In any action arising out of or relating to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.
f. Entire Agreement; Changes. This Agreement, together with the Store's intake record and any written policies incorporated into or referenced by this Agreement, constitutes the entire agreement between the parties regarding the Items and supersedes all prior or contemporaneous oral or written understandings on that subject. The Store may update prospective consignment policies from time to time, but any material change applicable to Items already accepted will be effective only as permitted by this Agreement or by applicable law.
g. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

By signing below, Consignor acknowledges that Consignor has read, understands, and agrees to this Agreement, including the Store's commission, pricing, markdown, payout, donation, disposal, and unclaimed-item policies.

Sign: _____

Print: _____

Date: _____