

**CONSIGNOR INFORMATION: (Please Print)**

Name \_\_\_\_\_ Fly-market Vendor ID # \_\_\_\_\_  
(Your first initial followed by your last name)

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_



**VAA Chapter 16 Fly-Market / Gardner, KS k34 Airport**

**Fly-Market 2010 CONSIGNMENT AGREEMENT**

This VAA Fly-Market Seller's Consignment Agreement is entered into between VAA Chapter 16, collectively referred to as FLY-MARKET, and the Undersigned Seller / Consignor, referred to as Consignor. This Seller's Consignment Agreement shall begin on the date the Consignor executes the agreement and shall remain in full force and affect indefinitely. Under this Seller's Consignment Agreement the Consignor agrees and accepts the following operational procedures for participation in FLY-MARKET.

Further, FLY-MARKET accepts the products identified below for sale subject to the following operational procedures.

1. The Consignor is responsible to the completion of the entire inventory information in full. Further, the Consignor is responsible for the attachment of the Inventory tag to each product.
2. No service and handling fee will be charged.
3. The sales commission shall be 10% of the total sale price of the product and shall be deducted from the proceeds at point of settlement.
4. The price the Consignor establishes and indicates on the inventory tag shall be the price charged for the product. FLY-MARKET shall not have the right to negotiate the price of any item, without permission from Consignor by way of listing a minimum price on the master item list provided by the Consignor.
5. FLY-MARKET shall provide a place to display the products under this Seller's Consignment Agreement. FLY-MARKET shall endeavor to provide security for the products under this Seller's Consignment Agreement, however, the Consignor accepts and agrees FLY-MARKET shall not be responsible for the loss of any product, stolen, taken, or removed from the FLY-MARKET premises. Further, the Consignor accepts and agrees they are consigning their products totally at his/her own risk.
6. The Consignor hereby accepts and agrees to completely and totally indemnify, hold harmless, protect and defend the EAA and VAA Chapter 16, including their directors, officers, shareholders, members, and volunteers from and against any claim, cost, expense, or liability (including actual attorney's fees, court costs, and other incidental costs of litigation), based upon any claimed injury, death and/or property damage arising as a result of, or alleged to be attributable to, or incidental to, possession by FLY-MARKET for the distribution, sale, use and/or placement into the stream of commerce of any product of the Consignor to be sold by FLY-MARKET.

All sales of products under this Seller's Consignment Agreement shall be final and without warranties, implied or otherwise.

Consignor shall be responsible for any and all false statements regarding the condition of the products under this Seller's Consignment Agreement. The Consignor accepts and agrees to at no time sell products while unloading or tagging products and further accepts and agrees not to remove products from VAA FLY-MARKET for the purpose of sale to someone outside of the VAA FLY-MARKET premises.

The operations hours of VAA FLY-MARKET shall be:

Item Check-in available Friday, June 25, 2010 From 12:00pm to 7pm; Saturday, June 27, 2010 after 6:30am.

Sales on Saturday June 26, 2010 are from 7:00 am to 6:00 pm.

Item Checkout on Saturday June 27, 2010 is after 6:00pm.

**UN SOLD PRODUCTS THAT ARE NOT PICKED UP BY THE CONSIGNOR BY NOON ON SUNDAY JUNE 27th, 2010 SHALL BE CONSIDERED A DONATION TO VAA FLY-MARKET**(Unless specific alternative arrangements have been made).

In the event the Consignor does not pick up their proceeds check for products sold under this Seller's Consignment Agreement by Noon on Sunday, June 28th 2010, VAA FLY-MARKET shall mail a check to the address provided on the Consignment Agreement within 30 days for the net amount due Consignor for products sold.

Any and all checks that are not cashed by the Consignor as of September 28th, 2010 (90 days after show) shall be considered null and void.

Further, the related proceeds for products sold under this Seller's Consignment Agreement shall be considered a donation to VAA Chapter 16 FLY-MARKET.

**By and Agreed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Consignor signature)