

# KB Saxophone Services LLC

44-02 23rd Street  
Studio 220  
Long Island City  
NY 11101  
USA

tel: 212-683-2985 (call or text)  
email: info@kbsax.com  
web: www.kbsax.com

## Contract for sale of goods Sale on Consignment

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

**Consignee:** KB Saxophone Services LLC

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

**Address:** 44-02 23rd St, Studio 220  
Long Island City, NY 11101  
USA

**Tel:** 212-683-2985

**Tel:** \_\_\_\_\_

IN CONSIDERATION of their mutual covenants, the parties agree as follows:

1. Exclusive appointment. Consignee shall have exclusive right to sell and distribute Consignor's merchandise worldwide during the term of this agreement.
2. Delivery of Merchandise. Consignor shall deliver to Consignee within \_\_\_\_ days after receipt by Consignor of this agreement. The product shall be delivered and held for sale at Consignee's place of business at 44-02 23rd Street, Studio 220, Long Island City, NY 11101. Consignor shall pay all freight and shipping charges.
3. Consignee will be responsible for any loss of or damage to merchandise while it is under Consignee's control. If Consignor's merchandise is damaged while it is under Consignee's control, Consignee will repair the damage at no cost to Consignor. If Consignor's merchandise is lost while it is under Consignee's control, Consignor will be compensated for the amount up to the sale price listed on this contract minus the commission fee calculated based on the rates set out in paragraph 6.
4. Sale of Merchandise. Consignee shall use its best efforts in the sale and distribution of Consignor's merchandise throughout the territory referred to above. All sale prices shall be agreed upon by Consignor and Consignee before listing.

Initials \_\_\_\_\_

5. All sales made by Consignee shall be for cash or credit card only. Should the sales be made by credit card, a fee that ranges from 1.95% to 3.8% of the sale amount will be born by Consignor, and will be deducted from the money received.
6. Accounting and Payment. Consignee shall remit to Consignor all money received from sale of merchandise minus commission fee, credit card fees (if applicable) and repair charges (plus any applicable sales tax) that Consignor has agreed upon, within 3 weeks of confirmation of the sale of the merchandise. Confirmation of the sale of the merchandise normally takes place 7 days after the buyer receives the merchandise from the Consignee, and the buyer does not request a refund or return of the merchandise within the 7-day period. Commission fees are based upon the sale price and are as follows:
- under \$3,000 – 15% with a maximum of \$375
  - \$3,000 to \$5,000 - 12.5% with a maximum of \$500
  - above \$5,000 - 10% with no maximum
7. Title to Merchandise. Title to the merchandise consigned to Consignee by Consignor shall remain in Consignor until such products are sold by Consignee in the regular course of business, except that the Consignee will be responsible for all shortages of stock, and shall bear the risk of loss to the extent provided herein.
8. Return of Merchandise. Consignee may at any time return to Consignor any of Consignor's merchandise in Consignee's possession that has not been sold. Consignee shall pay the expense of delivery of such returned merchandise.
9. Termination. This agreement may be terminated by either party on 2 weeks written notice to the other at any time 3 months after the agreement date without any termination fee (see 'Early Termination Fee' below). Consignee shall deliver to Consignor all of Consignor's merchandise in the possession of the Consignee. The expense of the delivery of such merchandise shall be paid by the party terminating this agreement. Repair charges (plus any applicable sales tax) of the Consignor's merchandise that the Consignor has agreed upon or has requested shall be paid to the Consignee within 2 weeks upon receipt of the termination notice.
10. Early Termination Fee. An early termination fee of \$250 is due to Consignee if Consignor terminates the agreement in less than 3 months from the agreement date. The early termination fee and any repair charges (plus any applicable sales tax) of the Consignor's merchandise that the Consignor has agreed upon or has requested shall be paid to the Consignee within 2 weeks upon receipt of the termination notice. Consignee shall deliver to Consignor all of Consignor's merchandise in the possession of the Consignee. The expense of the delivery of such merchandise shall be paid by the Consignor.

Initials \_\_\_\_\_

**Merchandise** (make/serial number):

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**Sale price USD \$** \_\_\_\_\_ **authorized by Consignor as of (date)** \_\_\_\_\_.

**Additional comments:**

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**Agreed by the Parties and Executed on this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_.

\_\_\_\_\_  
**Consignor (signature)**

\_\_\_\_\_  
**Consignee (signature)**  
Kim Bock  
KB Saxophone Services LLC