**Consignment Agreement**

This Consignment Agreement (the “Agreement”), is entered into this 6th day of August 2022, provides for the terms and conditions governing the contractual relations between the following parties who agree to be bound by this Agreement:

**Consignor**

**Consignee**

Back To Nature Garden Center LLC

1815 Kissing Bower RD

Augusta, GA 30904

**WHEREAS**, Consignor owns right and title to the commodities on consignment (the “Merchandise”),

**WHEREAS**, Consignee desires to take possession of the Consigned Items with the intention of selling the said merchandise on behalf of the Consignor;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**GOODS**. The following products shall be sold on consignment:

Artwork and other items with price set by consignor.

**RIGHT AND TITLE**. The consignor owns the Merchandise until the same is purchased or to the terms agreed upon by the Parties.

**RIGHT TO LIMITED USE AND SELL**. Consignor grants Consignee the right to sell the Product. Consignee is likewise granted the right to display and sell the Merchandise in a way the Consignee finds it deemed best for said Merchandise to possibly be sold, but nonetheless in accordance with the terms and conditions specified in this Agreement.

**PRICING**. The minimum price of the Merchandise at which the Consignee may sell is/are indicated in the Goods clause. Any amount that the Merchandise is sold above the minimum shall entitle the Consignor the excess amount. An amount below the minimum amount sold by the Consignee shall make the Consignee responsible for the price difference of the indicated minimum amount in this Agreement and the price sold of the Merchandise.

**CREDIT SALE**. The consignor does not recommend a sale on credit term by Consignee to any party. In such a case Consignee provides such term to third parties, the full purchase price shall be assumed by the Consignee upon period of payment as if the same was paid in full at the time of sale.

**CONSIGNMENT FEE**. The Consignee shall be entitled to a 50 percent (50%) of the full purchase price of each Merchandise sold.

**PAYMENT DELIVERY**. Consignee shall deliver the number of sales, less the Consignment Fee, of the Merchandise sold on every 10th day of every month. Payment will be paid either by check or electronic means.

**FORTUITOUS EVENT**. No Party shall be held liable in case of a fortuitous event and by which parties are not at fault, or by acts of God which parties could not have reasonably foreseen or foreseen but could have been avoided.

**INSURANCE**. Consignee shall maintain insurance coverage that shall be sufficient to compensate the Consignor in the event of fire, damage, robbery, theft, or otherwise.

**RETURN OF UNSOLD MERCHANDISE**. The Consignee shall return the unsold merchandise after 2 months from which the merchandise was not sold but not more than 1.5 years. In case it was not returned within the period prescribed, the said merchandise shall be considered sold and cost shall be borne by Consignee.

**DELIVERY EXPENSES**. Both Parties in equal share of cost shall bear the cost of shipping expenses for the delivery of the Merchandise.

**INDEMNITY**. Each Party hereby agrees to indemnify and hold harmless the other, their employees, representatives, and assigns, against any and all damage, liability and loss, and other damages that may arise or otherwise related to this Agreement except in such that a competent court finds that one  Party caused deliberate damage, liability, or loss through bad faith, willful misconduct, or gross negligence, in which case no indemnification shall be provided for the said Party.

**MODIFICATION**. No amendments, changes, or modifications to this Agreement shall be considered to have been made and valid unless otherwise made in writing, agreed upon and signed by both Parties.

**COUNTERPARTS**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute as one and the same Agreement.

**NON-TRANSFERABILITY**. This Agreement may not be assigned, alienated, attached, pledged, or otherwise sold to any party in whole or in part.

**ASSIGNMENT**. This Agreement inures the benefit of and is binding upon the assigns, heirs, respective successors, and legal representatives.

**GOVERNING LAW**. This Agreement shall be construed under the terms of the governing laws and jurisdiction of the state of Missouri, to the exclusion of other states.

**TERMINATION.**This Agreement will begin at the time of the date of its execution, and upon signing of the Parties and will cease upon express written intent of any of the Parties herein.

**IN WITNESS WHEREOF**, the Parties hereunto has executed this Agreement, on the day and year set forth below.

**Consignor** (Signature/Date)

**Consignee** (Signature/Date)

David L Harden

Back to Nature Garden Center LLC