



CONSIGNMENT AGREEMENT

This Consignment Agreement (the “Agreement”) is entered into as of the _____ day of _____, 2022, by and between _____, (the “Consignor”) and DEJAVU APPAREL, LLC, (“DeJaVu” and, together with the Consignor, collectively the “Parties”).

RECITALS

WHEREAS, DeJaVu is engaged in the sale of women’s and man’s clothing and accessories; and
WHEREAS, the Consignor owns certain products, described in greater detail in Section 1 below (collectively, the “Products”), and wishes to sell those Products; and
WHEREAS, the Consignor desires that the Products to be sold on consignment by DeJaVu, and DeJaVu wishes to sell those Products on behalf of the Consignor;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. CONSIGNED PRODUCTS. The Consignor has delivered to DeJaVu, and DeJaVu has accepted, certain products on a consignment basis generally described within “Exhibit A” attached hereto (the “Products”).
2. CONSIGNMENT PERIOD. The consignment shall begin on the date the Products are marked and priced and shall end sixty (60) days thereafter; provided, however, that this term may be extended for an additional thirty (30) days for certain products at the sole discretion of DeJaVu.
3. EFFORTS TO SELL. DeJaVu will display the Products for sale in DeJaVu’s establishment.
4. OWNERSHIP OF PRODUCTS. Ownership in the Products will remain with the Consignor until such Products are sold in the regular course of business, used or purchased by DeJaVu, or as may otherwise be provided in this Agreement.
5. SALE PRICE. The “Sale Price” of the Products will be that price at which the Products are offered for sale by DeJaVu. The Sale Price for each Product will be determined solely by DeJaVu.
6. COMMISSIONS. The consigner has the choice of two (2) options. Choose below.
Option A. Check/Payout option Upon the sale of any of the Products, The Consignor is owed thirty-five percent (35%) at the end of the consignment time. DeJaVu will receive sixty-five percent (65%) of the Sale price of the product sold (the Commission).
Option B. Store Credit Upon the sale of any of the Products, The Consignor is owed fifty (50%) in store credit at the end of the consignment time. DeJaVu will receive fifty (50%) of the Sale price of the product sold (the Commission)
All sold Items include a handling fee of one dollar (\$1.00) per consigned Item. This fee is only charged if the consigned Item sells. Fee is for handling, tagging and credit card processing.
7. CONSIGNOR FUNDS. Following the end of each month, the Consignor may collect or redeem the funds due from DeJaVu for completed Product sales. Funds are available 1st through 7th each pay period. The Consignor is responsible for collecting these funds at DeJaVu’s establishment within ninety (90) days of the end of the Consignment Period. Uncollected or unredeemed funds will become the property of DeJaVu.
8. RISK OF LOSS; DAMAGE. DeJaVu will do their best to safeguard your Items, but we are not responsible for loss, theft or damage.
9. GOVERNING LAW AND EQUITABLE RELIEF. This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the Commonwealth of Virginia, without regards to its conflict-of-law provisions. The Parties hereby irrevocably consent to the jurisdiction of the courts of Fauquier County, Virginia with respect to any matter arising under this Agreement, and further irrevocably consent to service of process by hand delivery to the addresses listed above for the Parties.
10. ENTIRE AGREEMENT. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.
11. DISCOUNTS All Consigned Items will have a twenty-five (25%) discount period after forty-five (45) days consignment period. DeJaVu reserves the right to take any further discounts at any time for any reasons. Discount will be reflected in sales price.
12. NO IMPLIED WAIVER. Either Party’s failure to insist, in any one or more instances, on strict performance by

Consignor Name/Number: _____

Date: _____

the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. SEVERABILITY. If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. COUNTERPARTS/ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. RETRIEVAL/DONATION OF PRODUCTS. At the end of the Consignment Period, sixty (60) days. The Consignor is responsible to notify DeJaVu twenty-four (24) hours ahead of retrieval. Retrieval period is first (1st) to seventh (7th) of the month. If the Consignor fails to notify DeJaVu, consigned items will be discounted by fifty (50%) percent. After ninety (90) days of consignment time, Items will become property of DeJaVu and donated to a charity of DeJaVu choosing.

16. CHANGE OF CONSIGNMENT OPTIONS. Any change made to consignment options (check or store credit) will apply to drop offs made from that day forward. Changes will not be applied retroactively to drop offs made prior to changing consignment options.

17. NOTICES.

Any notice or other communication regarding this agreement must be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail) to the respective Party as follows:

If to the Consignor:

If to DeJaVu:

Name _____

DeJaVu Apparel, LLC

Address _____

43 Main Street

Warrenton, VA 20186

Town/Zip _____

540-347-7743

Phone _____

E-mail _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CONSIGNOR:

DEJAVU:

By: _____

By: _____

[] OPTION A, Pay-out in check of thirty-five (35%) percent.

[] OPTION B, Store Credit of fifty (50%) percent