



**Sellers Information**

*First, Middle & Last*

*Address*

*City*

*State*

*Zip*

*Phone Number*

*Alternative Number*

*Divers License Number*

*State Issued*

*(Copy of license is required)*

**Credit Card Information**

*Credit Card Number*

*Expiration Date*

*Full Name on Card*

*CCV#*

*Authorized Signature*

**Item Information**

*Item Description*

*Serial Number*

*Cost \$*

*Quantity*

*List \$*

*Item Description*

*Serial Number*

*Cost \$*

*Quantity*

*List \$*

*Item Description*

*Serial Number*

*Cost \$*

*Quantity*

*List \$*

*Item Description*

*Serial Number*

*Cost \$*

*Quantity*

*List \$*

*Seller delivers the above listed items to Rose & Ken, Inc. ("Dock Box") for consignment sale by Dock Box pursuant to the terms and conditions stated herein. The initial term of this Agreement is 30 days, which begins on the date of this Agreement. The term of this Agreement shall automatically renew for successive 30 day periods, provided that either party may terminate this Agreement upon 10 days prior written notice to the other. By delivering the above listed items to Dock Box for consignment, the Seller agrees to pay Dock Box a sales commission equal to 30% of the List Price for each item stated above (the "Consignment Agreement") that Dock Box sells. Dock Box will pay Seller the proceeds from the sale of any item listed above on the 15th of the month following the sale, less the Consignment Fee. In addition to the Consignment Fee, Seller agrees to pay Dock Box a monthly service fee in the amount of \$15 per month, which Seller authorizes Dock Box to charge to the Seller's credit card listed above on the 9th of each month.*

**TERMS AND CONDITIONS OF CONSIGNMENT AGREEMENT**

**CONDITION OF PROPERTY/ACCESSORIES CLAUSE**

Seller represents and warranties that the consigned item(s) is owned by him/her and is in good operating condition. [I recommend that Rose & Ken not make repairs. If something needs to be fixed the Seller needs to take care of that, otherwise you are inviting a dispute over whether the item needed to be repaired and the cost of the repairs.] ACCESSORIES CLAUSE: It is recommended that any accessories that Seller wants to be sold with the item(s) be left at time of consignment.

**TERM/REMOVAL FEES—“READ CAREFULLY”**

No item(s) will be released until all fees and charges are paid in full. Furthermore, once a sale is finalized and completed, the Seller automatically and irrevocably relinquishes all rights to terminate this Agreement, or to take back or remove the consigned item(s).

**WAIVER NOT CONSENT**

Any waiver of a breach of this Agreement shall not be construed to be a continuing waiver or consent to any subsequent breach by either party hereto.

**CONSTRUCTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws and principles thereof. The parties acknowledge and agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

**JURISDICTION/ATTORNEY’S FEES**

All parties hereby expressly consent and agree that any dispute, controversy, legal action, or other proceeding that arises under, results from, concerns, or in any way relates to this Agreement shall be brought in the appropriate state court in and for Duval County, Florida. The parties hereby (i) agree that such courts shall have exclusive jurisdiction over any matter arising out of or related to this Agreement and (ii) waive any claims to the effect that any of such courts constitutes an inconvenient forum. In the event of litigation arising from or related to this Agreement between or among the parties hereto, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys’ fees and costs incurred by the prevailing party in connection therewith.

**SEVERABILITY**

If any term or condition of this Agreement or application thereof shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby but shall remain in full force and effect.

**RISK OF LOSS**

Seller understands and agrees that Dock Box will not be held liable for any damages or loss to the items consigned herein, including, but not limited to damages or losses arising from fire, theft, natural disaster, vandalism, collision, acts of God or any other type of property loss, and Seller hereby waives all claims against Dock Box with respect to any such damages or losses, however arising.

**ENTIRE AGREEMENT/AMENDMENT**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings, oral or written, between the parties with respect to the subject matter hereof

**By signing below, the Seller has read and agrees to all of the provisions of this Agreement, including without limitation the terms and conditions set forth herein.**

Rose & Ken, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Seller: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Seller: \_\_\_\_\_

Date: \_\_\_\_\_