

VENDOR CONSIGNMENT AGREEMENT

This Agreement is made and entered into as of _____, 2023 between _____ (“Vendor”) and Habitat for Humanity of Omaha, Inc. and Habitat ReStore (collectively referred to as “Habitat”). The duration of the contract shall be from, January 1, 2023 to December 31, 2023.

1. OWNERSHIP

There are no liens, judgements or other encumbrances against the ownership of Vendor items including all rights of sale or transfer of the items.

2. MINIMUM PRICE

A minimum price that the Vendor may sell an item is \$4.97. Any item priced under this amount will be taken out of inventory by Habitat. The Vendor will have the opportunity to reprice the item and enter it into inventory.

3. CONSIGNMENT FEE

The Vendor shall be entitled to seventy percent (70%) of all sales. Habitat for Humanity will retain thirty percent (30%) of each sale. Habitat will not be responsible for pricing Vendor items. If an item does not have a price tag, every effort will be made to locate vendor and price. If vendor and price cannot be located, the item will not be sold. Vendor agrees that Habitat shall require and receive full payment on the sale of vendor items. All vendor sale transactions will be handled by Habitat employees through the front cash registers. Upon receiving payment for such sale, Habitat shall remit payment to Vendor in form of a check or direct bank deposit. Commission reports will be run and provided to the Vendor on a monthly basis. Payments to vendors are based on the prior month’s sales and will be paid out on a monthly basis after the 20th of the month. Habitat shall provide a statement of items sold and/or items taken out of inventory.

4. VENDOR VOLUNTEER DISCOUNT (OPTIONAL)

Market vendors are able to volunteer in the Market to reduce the amount of commission withheld. Volunteering consists of the upkeep of the Market as a whole. Staging, dusting, cleaning, and assisting customers. The vendor will be responsible for creating a profile in Cervis and responsible for clocking in and out every time they volunteer. Habitat ReStore will pull data for the number of Vendor volunteer hours from the 21st of the previous month to the 20th of the current month. A reduced commission will be applied the following month, if applicable, and as follows:

10 + Hours = 80% Commission

15+ Hours = 85% Commission

20+ Hours = 90% Commission

5. RISK OF LOSS OR DAMAGE

Vendor shall assume all liabilities for said merchandise during the term of this agreement or until item is sold. Vendor shall hold Habitat and ReStore harmless from loss of items including but not limited to theft, fire, vandalism, flood, deterioration or damage.

6. TIMEFRAME

In the event the consigned items are not sold within 90 days of being priced and entered into Habitat’s inventory, the item will be taken out of inventory at Habitat’s discretion. Notification will be sent to Vendor by a means of

communication including email, text or telephone call/voice mail and Vendor will have seven (7) days to pick up the item(s). If out of inventory items are not picked up within seven (7) days of notification, the items will become a donation to Habitat for Humanity and the selling or placement of items will be at the sole discretion of Habitat for Humanity.

7. INDEMNITY

Vendor hereby agrees, to the full extent of the law, to indemnify and hold harmless Habitat, ReStore and its officers, employees, agents and representatives from any and all actions, claims, lawsuits, liabilities, damage to property, and environmental claims. Vendor will be responsible for costs incurred by Habitat for attorney fees and costs and/or any defense costs relating to personal injury or property damage arising from ReStore and Habitat activities pursuant to this Agreement, errors or omissions in the performance of its services and whether such damage or claim shall accrue or be discovered during or after the termination of this Agreement. All parties warrant compliance with all applicable laws, rules, ordinances and regulations of federal, state and local governments and agencies thereof.

8. DURATION AND TERMINATION

This Agreement is at-will and may be modified by mutual consent between Vendor and Habitat. This Agreement shall become effective upon signature of Vendor and authorized Habitat official and will remain in effect until modified or terminated. Duration of contract and applicable terms shall be only for the timeframe set forth in this Agreement unless modified by both parties. Upon expiration or termination of this Agreement, Vendor has ten (10) days to meet with an authorized Habitat or ReStore staff member to inventory items for removal by Vendor. If Vendor does not meet the stated requirements, all inventory items will be considered a donation to Habitat and ReStore and will be treated as such.

9. ASSIGNMENT

Neither parties shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of both parties.

10. GOVERNING LAWS

This agreement shall be construed and governed according to the laws of the State of Nebraska.

VENDOR INFORMATION:

Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Vendor Signature: _____ Date: _____

Authorized Habitat Signature: Linda Ciocchetto Date: 1/6/2023

Habitat for Humanity of Omaha, Inc.

ATTN: Linda Ciocchetto

10910 Emmet St.

Omaha, NE 68164

lciocchetto@habitatomaha.org