

## **VENDOR CONSIGNMENT AGREEMENT**

This Agreement is made and entered into as of January 1, 2024, between \_\_\_\_\_ (“Vendor”) and Habitat for Humanity of Omaha (“Habitat Omaha”). The duration of the contract shall be from, January 1, 2024 to December 31, 2024.

### **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. There shall be no personal items belonging to the Vendor, that are not for purchase, on the sale floor.

### **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 Omaha. 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 Omaha will retain thirty percent (30%) of each sale. Habitat Omaha 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 be not be sold. Vendor agrees that Habitat Omaha shall require and receive full payment on the sale of Vendor items. All Vendor sale transactions will be handled by Habitat Omaha employees through the front cash registers. Upon receiving payment for such sale, Habitat Omaha 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 bi-monthly basis. Payments to Vendors are based on the prior month’s sales and will be paid out on a bi-monthly basis after the 6<sup>th</sup> and the 20<sup>th</sup> of the month. Habitat Omaha 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. This includes 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 Omaha will pull data for the number of Vendor volunteer hours from the 7<sup>th</sup>-20<sup>th</sup> and the 21<sup>st</sup> to the 6<sup>th</sup> of the previous month. A reduced commission will be applied the following month, if applicable, and as follows:

5 + Hours = 80% Commission

7.5+ Hours = 85% Commission

10+ 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 Omaha 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 Omaha’s inventory, the item will be taken out of inventory at Habitat Omaha’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 Omaha and the selling or placement of items will be at the sole discretion of Habitat Omaha.

**7. INDEMNITY**

Vendor hereby agrees, to the full extent of the law, to indemnify and hold harmless Habitat Omaha 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 Omaha for attorney fees and costs and/or any defense costs relating to personal injury or property damage arising from Habitat Omaha 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 Omaha. 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 Omaha 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 Omaha 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: Tracie McPherson Date: \_\_\_\_\_

Habitat for Humanity of Omaha, Inc.  
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