



HIGHLAND SADDLES

CONSIGNMENT AGREEMENT

CONSIGNOR INFORMATION

Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

Your Saddle's Brand: _____

Model: _____

Serial Number: _____

Wear and/or Identifying Marks: _____

Please ship saddle (and completed agreement) to the following address:

Highland Saddles: C/O Katrina Chapman at:
2 Saanich Ridge Drive, Saanichton, BC V8M0B8

SALE DETAILS

Please indicate the agreed upon selling price of the saddle and your preferred method of payment once the saddle is sold.

Listing Price (less 20% consignment fee) \$ _____

Best Offer Accepted \$ _____

Payment Preference (select one X) _____ **PayPal**, or _____ **e-Transfer** or _____ **Both (either)**



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Contractual Agreement: This agreement, made on _____ is made between the Consignor, _____ and Katrina Chapman DBA Highland Saddles, the party responsible for the final sale of the above listed item on behalf of the Consignor. This agreement is a contractually binding obligation for both parties and is strictly governed by the terms outlined below:

Term: It is noted that all items sent to Highland Saddles/Katrina Chapman for the purpose of consignment remain the property of their owner while advertised for sale by Highland Saddles/Katrina Chapman. The Consignor agrees to leave the items with Highland Saddles/Katrina Chapman for a minimum of 4-months.

Promotion: The selling of your item is our first priority, and Highland Saddles/Katrina Chapman will make every reasonable effort within the scope of her business to sell your item promptly for the agreed upon price. Highland Saddles/ Katrina Chapman agrees to place on display the mutually agreed upon item or items on social media pages, at horse shows and during fitting appointments for the term described above. This being said, some items take longer than others to sell, and we do not guarantee the sale of your item within a specific time frame. Some items may take just a few days to sell, while others may take months. Highland Saddles/Katrina Chapman agrees to make every attempt to obtain the price set by the Consignor for each item sold and will accept nothing less than the purchase price for the consigned items unless otherwise agreed upon by both parties. Consignor must remove any and all personal/private advertising of the consigned item.

Trials: The Consignor, upon agreement to this contract, also agrees to allow their saddle to go on a five (5) calendar day trial with serious prospective buyers at the discretion of Highland Saddles/Katrina Chapman. All saddles are paid in full before going out on trial and are insured for their full value during shipment to the buyer, and from the buyer (should the saddle be returned).

Consignment Fee: Highland Saddles/Katrina Chapman will collect a minimum of two-hundred-dollar (\$200) consignment fee or 20% of final sale price, whichever is greater.

Payment: Highland Saddles/Katrina Chapman will pay the Consignor the full amount of the sale



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price of their saddle, less the consignment fee, within seven (7) calendar days of receiving cleared payment. Payment will be made by PayPal or e-Transfer and will be emailed to the email address noted on the first page of the consignment agreement.

Original Transit: Any loss or damage of an item intended for consignment with Highland Saddles/Katrina Chapman, during transit to our location, is the sole responsibility of the Consignor. It is hereby agreed upon that Highland Saddles/Katrina Chapman is released of any liability for the damage or loss of a saddle prior to its arrival, and Highland Saddles/Katrina Chapman may not be held responsible for such an event in any way. We strongly suggest insuring the shipment of your item for the full retail value and obtaining a tracking number through your courier of choice.

Cancellation: It is completely within the Consignor's right to remove their item from consignment from Highland Saddles/Katrina Chapman at any time. A listing fee of one hundred dollars (\$100) for saddles will be assigned for any item on consignment with Highland Saddles/Katrina Chapman for less than the agreed upon term of 4 months. All return shipment costs are the full responsibility of the Consignor and will be charged prior to the return shipment of the item in order to ensure valid payment. We are unable to absorb return shipment costs at our expense, a condition that stands without exception.

Insurance: While the consigned items are in the possession of Highland Saddles/Katrina Chapman those items will be covered under Highland Saddles/Katrina Chapman's insurance.

Unsold Merchandise: Should the item(s) remain unsold at the end of the consignment period and a decision be made by the Consignor to remove said merchandise, no consignment fee will apply. Any costs incurred by the delivery of said item to the Consignor are to be borne by the Consignor. All return shipment costs are the full responsibility of the Consignor and will be charged prior to the return shipment of the saddle, to ensure valid payment. We are unable to absorb return shipment costs at our expense, a condition that stands without exception. The Consignor also has the option to renew this Agreement for another 4 months. Once the 4-month term has expired the Consignor has thirty (30) days to either remove said items or renew this Agreement. Failure to do so within that thirty (30) day period will result in said items becoming property of Highland Saddles/Katrina Chapman.



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Entire Agreement: This Agreement, including any attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement shall be binding on such parties. All Amendments are in writing: No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such a waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either parties purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

Non-Assignability and Binding Effect: Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such Assignment is deemed null and void.

Force Majeure: In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

Severability: If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.



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Applicable Law: This contract shall be governed by the laws of the Province of British Columbia in any applicable Federal Law. Highland Saddles/Katrina Chapman and the Consignor do hereby agree to the terms set forth above by the signatures below.

Dated: _____

Signature of Consignor

Dated: _____

Katrina Chapman DBA Highland Saddles