

# Additional Information

# Cheapo

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## **Standard** Consignment Terms:

- 1) Your delivery of products to Cheapo for consignment and your signature of this Consignment Agreement constitute a representation and warranty from you to Cheapo that one of more of the following is/are true:
  - a) You are the owner of the copyright in the content by transfer and/or purchase from the copyright owner(s);
  - b) You created all content of the products yourself and own all copyrights in such content;
  - c) You have a direct or implied enforceable license from all copyright owner(s) of the content of the products; or
  - d) The content of the products are in the public domain or have been abandoned to public use or are not copyrightable.

You represent and warrant that you have the full legal right to sign this Agreement, to perform your obligations under this Agreement, and to provide the consigned products to Cheapo according to the terms and conditions of this Agreement; and the consigned products do not violate the intellectual property or other rights of any third party.

- 2) Cheapo agrees to make your consigned product(s) available for sale in each of its stores as it determines and/or on our web site for 6 months or until such time as either you or Cheapo terminate this Agreement
- 3) Stocking of the consigned product(s) is at the discretion of Cheapo. Cheapo does not guarantee any minimum number of copies stocked in any store or any volume of sales.
- 4) The term of this Agreement (the "Term") will begin on the date you sign this Agreement and continue until terminated by either you or Cheapo, by giving written notice to the other. If you terminate the Term of this Agreement, Cheapo will have 60 days from the date of receipt of your notice of termination to make final payment to you and to make all unsold products available to you. You will have 60 days from the date of Cheapo's notice of availability to pick up all unsold products or the products will become the property of Cheapo.
- 5) If you fail to provide Cheapo with a current address and phone number, Cheapo will not be responsible for failure to send notices or payments to you.

- 6) You agree to defend and indemnify Cheapo against any and all claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or in connection with (i) any breach by you of any representation, warranty or agreement made by you in this Agreement, or (ii) any claim of infringement of a third party's intellectual property rights by Cheapo based on Cheapo's sale or use of any intellectual property supplied by you. This obligation will survive the termination of the Term of this Agreement.
- 7) You are solely responsible for your own record keeping, tax payments and obligations to third parties relating to the products.
- 8) Payment will be made to you at the end of the agreement or upon re-stocking.
- 9) Cheapo is not responsible for the loss of or damage to products due to theft, vandalism, fire or other cause beyond Cheapo's control, or for the loss or seizure of products due to bankruptcy or other similar event.
- 10) This Agreement shall be governed by the laws of the State of Minnesota. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be modified except in a writing signed by both parties.

### **Consignee Information**

Contact	Alternate Contact
Company/Name:	Contact Name:
Contact Name:	Address:
Address:	City/State/Zip:
City/State/Zip:	Phone:
Phone:	e-mail:
e-mail:	Web Address:

**Checks Payable To:** \_\_\_\_\_

### **Consignment Product**

Item	Description	Cheapo Cost	Retail Price	Quantity
		\$	\$	
		\$	\$	
		\$	\$	

Consignee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cheapo Signature: \_\_\_\_\_ Date: \_\_\_\_\_