



Consignment Sale Agreement

Books by Chance LLC and \_\_\_\_\_ (Consignor) hereby enter into the following Consignment Sale Agreement ("Agreement") as of \_\_\_\_\_ (today's date):

Purpose and Effect

The purpose of this contract is to allow Books by Chance LLC to sell various media on behalf of the Consignor for a commission based on the sale price of the item.

Agreement

- 1) Consignment Period: The Consignment Period extends indefinitely for each item until terminated by request of Consignor or by Books by Chance LLC according to its absolute and unfettered discretion.
2) Cancellation of Agreement: Either party may cancel the Agreement for any reason, terminating the Consignment Period for all items.
3) Right of Refusal: Books by Chance LLC reserves the absolute discretionary right to refuse for any reason any item offered by Consignor under this Agreement.
4) Handling of Refused or Terminated Items: In the event of refused or terminated items, Consignor agrees to 1) take possession of such items and bear responsibility for any shipping costs, or 2) authorize donation or recycling of terminated items, within fourteen (14) days of notification or the unreceived items become the property of Books by Chance LLC. Subject to paragraphs 12 and 13.
5) Price: Consignor agrees that Books by Chance LLC will have full and complete discretion to set the sale price for any item provided by Consignor.
6) Sale Proceeds: Consignor understands that the Sale Proceeds equal 85% of each item's sale price. The remaining 15% takes into account fees charged by services such as Amazon.com.
7) Consignor Earnings: Books by Chance LLC agrees to pay the Consignor 35% of the Sale Proceeds OR 40% of the Sale Proceeds if Books by Chance LLC and Consignor have an existing Agreement that started prior to October 16, 2008. Consignor's right to Earnings under the Agreement accrues when payment has been received for an item from a buyer.
8) Canceled and Returned Sales: If a purchase is canceled or returned Books by Chance LLC reserves the absolute discretionary right to either 1) take ownership of the item and leave Consignor earnings in tact, or 2) retract Consignor earnings and offer the item again for sale.
9) Loss or Damage to Items: Consignor agrees to hold Books by Chance LLC harmless for any damage or loss to any item provided by Consignor, so long as such loss or damage occurs for any reason other than the negligence of Books by Chance LLC. In particular, Consignor agrees to waive any and all claim(s) for damages in the event of loss or damage by fire, water, earthquake, or tornado.
10) Payment: Books by Chance LLC will pay Consignor within forty-five (45) days of the sale of each item, subject to paragraphs 6 and 7, with the exception that amounts due to consignor less than the Minimum Check Amount will be held until 1) all items are sold, 2) the Consignor requests payment (limited to 1 payment per month), or 3) Books by Chance LLC decides to issue payment. Books by Chance LLC will provide printed itemization of sales and earnings with each payment.

Please choose your Minimum Check Amount: \$10 (default) \$15 \$20 \$25 \$50 \$75 \$100

11) Availability for Purchase: Books by Chance LLC will make a good faith effort to make any items subject to this Agreement available for purchase online 24 hours a day, 7 days a week. Occasional exceptions may occur.

[Handwritten signature]

Please Initial: \_\_\_\_\_
Consignor

Books by Chance LLC

12) Prior Authorization to Donate or Recycle **Refused** Items (Optional):

Consignor gives **Prior Authorization** to Books by Chance LLC to donate or recycle **refused** items.

\_\_\_\_\_ (Optionally sign to authorize)

13) Prior Authorization to Donate or Recycle **Terminated** Items (Optional):

Consignor gives **Prior Authorization** to Books by Chance LLC to donate or recycle **terminated** items.

\_\_\_\_\_ (Optionally sign to authorize)

14) Support for Education and Environment (Optional):

Consignor authorizes Books by Chance LLC to direct a percentage of Consignor Earnings as follows:

\_\_\_\_\_ (1 – 100%) Educational and/or Environmental organizations selected by Books by Chance LLC

*Even a small percentage can make a big difference! A complete list of Educational and Environmental organizations selected by Books by Chance LLC is posted at [www.booksbychance.com](http://www.booksbychance.com) or available upon request. Organizations are primarily local and the list is subject to change without notice.*

15) Contact Information: Consignor agrees to immediately notify Books by Chance LLC of any changes to Consignor’s contact information. **Books by Chance will not share your contact information.**

**PLEASE PRINT CLEARLY**

Make Payment To: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

16) Entire Agreement: This Agreement sets forth the entire agreement and understanding between Consignor and Books by Chance LLC relating to the subject matter herein. No modification of or amendment to this Agreement will be effective unless in a writing signed by both parties.

\_\_\_\_\_  
Consignor Signature



\_\_\_\_\_  
Books by Chance LLC

**How did you hear about us?**

602 Eberwhite Blvd, Ann Arbor, MI 48103  
(734) 239-3172  
[www.booksbychance.com](http://www.booksbychance.com)  
[info@booksbychance.com](mailto:info@booksbychance.com)  
John Weise (owner) and Stephanie Bentley



iSold It Ann Arbor in the Colonnade on Eisenhower is a drop off spot for Books by Chance.



The Easy Way to Sell on eBay