



**Consignment Sale Agreement (“Agreement”)
Austin Area Quilt Guild (“Guild”) – Capital of Texas QuiltFest 2012**

“Seller”: Name _____
 Address _____
 Home Phone _____ Cell Phone _____
 Email address _____

“Quilt”: Name _____
 Year Completed: _____ New or Used? _____
 Care Instructions: _____

Other: _____
 “Price”: _____

The Seller desires to offer the Quilt for sale at the Guild’s show, from September 14-16, 2012, at the Palmer Events Center. The Guild agrees to facilitate the sale of Seller’s quilt at the above Price. The Quilt remains the property of the Seller at all times prior to sale. The Seller agrees to deliver the Quilt to the Guild on September 11, 2012, by 2pm, and to retrieve the Quilt on September 16, 2012 after 6:00pm if the Quilt is not sold or must be delivered. It is the Seller’s responsibility to obtain all necessary approvals or permissions for the sale of the Quilt, including any related to the use of copyrighted materials. The Guild reserves the right to refuse a Quilt based on workmanship, condition or age.

If the Quilt is sold, the Seller agrees to donate 15% of the Price to the Guild. The Guild will deduct the donation from the amount due the Seller. The Guild is a 501(c)(3) corporation. Seller should consult a tax attorney for information on how to deduct the donation. The Guild agrees to collect sales tax on behalf of Seller, and to remit such tax to the state. If the buyer cannot retrieve the Quilt during the show, the Seller agrees to deliver the Quilt to the buyer after the show, at Seller’s cost. If a buyer requests shipping, the Guild will collect a shipping co-pay of \$25 from the buyer to help de-fray Seller’s cost. The Guild will hold these funds and remit to Seller with the sales proceeds. Seller must provide proof of delivery to the Guild Show Treasurer prior to release of proceeds to Seller. The Guild agrees to release all funds (Price minus 15% donation, plus shipping co-pay if collected) to Seller within 21 days after the close of the show, or proof of delivery, whichever is later.

Seller understands that the Guild will take reasonable care to protect the Quilt after delivery and during the show, and that no responsibility for loss or damage can be assumed by the Guild, their members, or representatives. Seller agrees not to hold the Guild, their members, or representatives responsible for any damage, financial loss due to insufficient funds paid for the Quilt, including NSF checks, or any other loss. The Guild will take drivers license information from the buyer and provide to Seller if Seller desires to pursue collection. Seller understands that the Guild is accommodating Seller in the sale of Quilt, and is not the agent of the Seller. This Agreement may be terminated in writing by either party at any time prior to the Quilt being sold.

SELLER DATE

AAQG REPRESENTATIVE DATE