

CONSIGNMENT AGREEMENT

Location: _____ Agreement Number: _____

Consignor Information:

Full Name or Business Name: _____

Address: _____

Phone/Email: _____

Government ID / Business Number: _____

Consignee Information:

Full Name or Business Name: _____

Address: _____

Phone/Email: _____

Government ID / Business Number: _____

Consigned Item Information:

Description of Goods: _____

Quantity/Units: _____ Unit Price: _____

Condition: _____

Consignment Terms and Conditions:

Term of Consignment: _____

Commission Rate (%): _____ Payment Terms: _____

Delivery/Storage Instructions: _____

Clause 1 – Appointment and Authority

Consignor hereby appoints Consignee as its exclusive/non-exclusive agent to sell the consigned goods on the terms herein. Consignee is authorized to act on behalf of Consignor for the purpose of marketing, showing, and selling the goods according to this Agreement.

Clause 2 – Consignment Period

The consignment period shall commence upon delivery of the goods to Consignee and continue until the earlier of sale or termination of this Agreement by either party with reasonable notice.

Clause 3 – Delivery and Risk of Loss

Consignor shall deliver the goods to Consignee at the agreed location. Risk of loss or damage shall remain with Consignor until physical delivery to Consignee. Consignee shall exercise reasonable care in safekeeping but shall not be liable for loss or damage beyond gross negligence or willful misconduct.

Clause 4 – Pricing and Commission

The sale price of the goods shall be mutually agreed upon in writing. Consignee is entitled to a commission as specified above, payable upon sale of the goods. Consignor shall receive the net proceeds after deduction of commission, fees, and any agreed expenses.

Clause 5 – Payment to Consignor

Consignee shall remit payment to Consignor within a reasonable time following the sale, accompanied by an accounting statement detailing the sale price, commission, expenses, and net amount payable.

Clause 6 – Title and Ownership

Title to the consigned goods shall remain with Consignor until sold to a third-party purchaser. Consignor represents and warrants that it has good and marketable title to the goods, free of encumbrances.

Clause 7 – Obligations of Consignee

Consignee agrees to use reasonable efforts to market and sell the goods, maintain appropriate records, and comply with all applicable laws and regulations. Consignee shall not pledge or encumber the goods.

Clause 8 – Obligations of Consignor

Consignor shall provide accurate descriptions, disclose any known defects, and indemnify Consignee against any claims arising from ownership or condition of the goods.

Clause 9 – Termination

Either party may terminate this Agreement upon written notice. Upon termination, unsold goods shall be returned to Consignor within a reasonable time, and any outstanding payments shall be settled.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of the Province in which the Consignee operates for the resolution of any disputes.

Clause 11 – Confidentiality

The parties agree to keep confidential all non-public information obtained during the course of this Agreement, except as required by law or with prior written consent.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the consignment and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Clause 13 – Amendments

No amendments or modifications shall be valid unless made in writing and signed by both parties.

Clause 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 15 – Notices

All notices under this Agreement shall be in writing and deemed effective when delivered personally, sent by registered mail, or confirmed electronic communication to the addresses provided herein.

Clause 16 – Waiver

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

Clause 17 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to natural disasters, war, or labor disputes.

Clause 18 – Insurance

Consignor is responsible for maintaining insurance coverage on the consigned goods until sold or returned. Consignee may require proof of such insurance.

Clause 19 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from claims, damages, or liabilities arising from breach of this Agreement or negligence.

Clause 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same effect as original signatures.

CONSIGNOR'S SIGNATURE

CONSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docstemplates-ca.com/consignment-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://docstemplates-ca.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.