

SUQUAMISH INDIAN TRIBE SUQUAMISH TRIBAL MUSEUM CONSIGNMENT AGREEMENT

1. Consignment Policy. The consignment period for the Suquamish Tribal Museum (“Museum”) is ____ days, beginning the ____ day of _____, 20____, but Museum may extend the duration at its discretion. Consignor receives 60% of net sale of consigned items and Museum will retain the remaining 40% unless Museum and Consignor have made other arrangements in writing. All guest-offered store discounts will be deducted from Museum’s portion of the net sale. The consigned items are described in Exhibit A attached hereto.
2. Consignment Period. Museum agrees to offer the stated consigned item(s) for sale for a consignment period of _____ months. Museum will display the consigned merchandise and may advertise the items on the Museum’s website and/or other social media. Items that sell within the consignment period will result in payment to Consignor. Consignor is responsible for delivery of consigned items to Museum. Delivery will be made to Museum Monday through Friday, during the hours of 9 a.m. and 4 p.m. PST, unless otherwise agreed by Consignor and Museum.
3. Pricing. Museum and Consignor will discuss mutually agreeable price, which will be indicated in Exhibit A.
4. Payment. Each month, Museum will make applicable payment to Consignor. Checks will be available no later than the tenth (10th) of each month for sales that occurred in the preceding month. Museum will mail check to Consignor at the below listed address. Checks are void six (6) months after issuance and will not be replaced due to expiration.
5. Unsold Items. After the consignment period ends, Consignor is responsible for retrieving items within five (5) business days. If Consignor neglects to reclaim property, the consigned items become property of Museum, unless otherwise agreed by Museum and Consignor. At such time, the consigned items may be sold, donated, or disposed of without notice, benefit, or payment to Consignor. At Museum’s discretion, a storage fee of \$10.00 per day will be charged beginning five (5) days after the consignment period ends.
6. Waiver. Museum is not responsible for loss (including theft) or damage to consigned items and encourages Consignor to carry appropriate insurance.
7. Termination. Museum reserves the right to terminate the consignment at any time. Upon termination, consigned items must be picked up within five (5) business days after notification of termination. If Consignor neglects to reclaim property, the consigned items become property of Museum, unless otherwise agreed by Museum and Consignor.
8. Notices. All notices will be mailed to Consignor at the below address or email address. All notices to Museum will be mailed to Suquamish Indian Tribe, Attn: Office of the Tribal Attorney, P.O. Box 498, Suquamish, Washington, 98392.
9. Disputes. This Agreement is deemed to have been made on the Port Madison Reservation of the Suquamish Indian Tribe, and its validity, construction, interpretation, and legal effect is governed by the laws of the Suquamish Indian Tribe. Consignor acknowledges that it has voluntarily entered into a consensual relationship with the Museum and, by doing so, has knowingly and voluntarily consented to the personal jurisdiction of the Suquamish Indian Tribe. The parties agree: (i) any action, suit, or proceeding arising from or based upon this Agreement will be commenced in and determined exclusively by the appropriate tribal courts of the Suquamish Indian Tribe; (ii) to submit to and be bound by the jurisdiction of those appropriate tribal courts; and (iii) service of process may be effected by certified mail, which will be as binding as if personally served. Notwithstanding anything to the contrary, nothing in this Agreement may be construed as a waiver of Museum’s sovereign immunity, which is hereby expressly retained.

By signing this Agreement, Consignor agrees to the terms and conditions of this Agreement.

Consignor Signature: _____ Date: _____

Consignor Printed Name: _____

Email: _____

Address: _____

_____ Phone: _____

EXHIBIT A
Consigned Items

Consignor agrees to consign the below described items with Museum. Consignor and Museum further agree that each item is to be sold at the below indicated selling price.

Item	Price

Consignor Signature: _____ Date: _____

Consignor Printed Name: _____