Atlanta Historical Computing Society Vintage Computer Festival SouthEast 13.0
Consignment Agreement

This Consignment Agreement is dated _____ and is by and between _____("Consignee") and the Atlanta Historical Computing Society ("AHCS") and is for AHCS' consignment sale of certain Consignee computers, computer parts and accessories (each a "Consigned Item") at the Vintage Computer Festival SouthEast 13.0 held at 2450 Galleria Pkwy, Atlanta GA 30339 on July 31st thru August 2nd (the "Event").

For and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AHCS and Consignee agree the terms of the Consignment Agreement are as follows.

1. Consignee, not AHCS, is responsible for establishing the sales price and describing the condition of the Consigned Item for purposes of sale of the Consigned Item at the Event.
2. Consignee, not AHCS, is responsible for any discrepancy in the description or the condition of the Consigned Item. If a purchaser of a Consigned Item contacts AHCS after the Event with questions or complaints about the purchased Consigned Item, AHCS will contact Consignee and provide Consignee with purchaser's contact info (if provided) so that Consignee will be able to deal directly with the purchaser. Alternatively, if Consignee agrees to provide its contact information to purchasers, as noted below, Consignee expressly agrees AHCS may provide Consignee's noted contact information to the purchaser of the Consigned Item at the time of sale or anytime thereafter.
3. Consignee agrees AHCS will receive fifteen percent (15%) of the proceeds from the sale of each Consigned Item (the "Consignment Fee") in consideration of the services AHCS performs in selling the Consigned Item on Consignee's behalf at the Event and AHCS will have the express right to retain the Consignment Fee from the proceeds of the sale of the Consigned Item. All credit card and processing fees will be deducted from the proceeds as well.
4. Payment to Consignee for the Consignee's share of the proceeds from the sale of a Consigned Item after the Consignment Fee is deducted will be made via electronically agreed upon means within 5 business days after the Event records are closed out.
5. There is no guarantee the Consignee's Consigned Item(s) will sell at the Event.
6. The Consigned Items will be for sale in a public venue and AHCS will make reasonable efforts to safeguard the Consigned Items, but AHCS will not be held responsible or liable for damage to or for any change in the condition of a Consigned Item during the Event. FURTHER, AHCS WILL NOT BE LIABLE TO CONSIGNEE, PURCHASER OR OTHER THIRD PARTIES FOR DAMAGES TO, DEFECTS IN, MALFUNCTIONS OF OR OTHER PROBLEMS WITH CONSIGNED ITEMS AND FOR ANY DAMAGES OR LOSSES TO PROPERTY OR FOR PERSONAL INJURY ASSOCIATED WITH THE USE OF CONSIGNED ITEMS AND CONSIGNEE HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS AHCS FROM ANY AND ALL SUCH LIABILITY, DAMAGES AND THIRD PARTY CLAIMS.
7. Consignee agrees to remove all unsold Consigned Items by 5pm on Aug 2nd or the Consigned Items will be considered forfeited and AHCS may dispose of the forfeited Consigned Items unless other arrangements are agreed upon by AHCS and Consignee in writing.
8. The selling of any Consigned Item outside of the consignment area during the Event is not permitted.

CONSIGNEE AND AHCS HAVE SIGNED BELOW AS OF THE DATE NOTED ABOVE AGREEING TO BE BOUND BY THE TERMS OF THIS CONSIGNMENT AGREEMENT:

AHCS Officer Signature _____

Consignee Signature _____

Consignee agrees that AHCS may provide Consignee's contact information to the purchaser of the Consigned Item (circle one): **YES** **NO**

If "YES" is circled, please provide Consignee e-mail address or phone number here: _____

Consignee mailing address (not shared) for receipt of payment _____