



CONSIGNMENT AGREEMENT

This Consignment Agreement (this "Agreement") is made effective as of _____ between _____, of _____ (hereafter referred to as CLIENT), and Something Borrowed Bridal Rentals, of 55 N University Ave, Provo, UT 84601 (hereafter referred to as COMPANY.)

The parties agree as follows:

I. RIGHT TO SELL. CLIENT owns Wedding/Formal Dress ("Dress"). In accordance with this Agreement, CLIENT grants COMPANY an exclusive right to rent the Dress under the terms of this Agreement. CLIENT agrees to deliver to COMPANY, on consignment, the Dress. COMPANY agrees to devote its best efforts to the rental of the Dress. All rental prices and terms of rental shall be determined by COMPANY.

II. PROCEEDS OF RENTALS. COMPANY will pay to CLIENT a portion of the rentals proceeds which shall be calculated as follows: 25 percent of the proceeds from the rental of the Dress. The amount determined in the previous sentence shall be paid to CLIENT within 30 days of the rental date.

III. RECORDS. COMPANY shall keep accurate records regarding number of times the Dress is rented. CLIENT shall have the right to inspect such records from time to time after providing reasonable notice of such intent to COMPANY.

IV. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of CLIENT for entirety of business relationship, or until otherwise agreed upon in writing.

V. LOSS AND INSURANCE. COMPANY shall be responsible for all loss or damage that occurs while the merchandise is under the control of COMPANY. COMPANY shall maintain insurance in adequate amounts to pay for replacement of the merchandise in the event of such shortages, loss, or damage.

VI. PAYROLL TAXES. COMPANY shall be exclusively liable for, and shall indemnify CLIENT against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by COMPANY in connection with the performance of this Agreement.

VII. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

VIII. WARRANTIES. Neither party makes any warranties with respect to the use, rental or other transfer of the Dress by the other party or by any third party. In no event will CLIENT be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Dress.

IX. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

X. TERMINATION. This Agreement may be terminated by either party by providing 7 days' written notice to the other party. If CLIENT wishes to terminate this Agreement, they may do so by providing 7 days' written notice to COMPANY, so long as COMPANY has not entered into a sales contract with a customer to rent Dress. If COMPANY has entered into such sales contract, CLIENT cannot terminate this Agreement until 7 days after the last rental date agreed upon in sales contract.

XI. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

XII. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

XIII. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XV. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah.

XVI. SIGNATORIES. This Agreement shall be signed by CLIENT and on behalf of COMPANY by Brooke Holahan, Owner. This Agreement is effective as of the date first written above.

Consignor: _____

By: _____

Consignee: Something Borrowed Bridal Rentals

By: _____

Brooke Holahan

Owner