

## CREATOR CONSIGNMENT AGREEMENT

AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
between \_\_\_\_\_,  
located at \_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as  
“Consignor”) and Squid Works, located in Denver, Colorado (Mailing Address: PO Box  
480463, Denver, CO 80248-0463).

WHEREAS, Consignor wishes to have certain publications and/or items represented by  
Squid Works, and

WHEREAS, the Squid Works wishes to represent Consignor under the terms and  
conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the full mutual covenants  
hereinafter set forth and other valuable consideration, the parties hereto agree as follows:

- 1. Scope of Agency.** Consignor appoints Squid Works to act as Consignor nonexclusive agent for the sales of publications and/or items. This agency shall cover only publications distributed by Consignor while this Agreement is in force. Squid Works shall document receipt of all works consigned hereunder by signing and returning to Consignor a Record of Consignment in the form annexed to this contract as Appendix A.
- 2. Term and Termination.** This Agreement is effective for the span of twelve months upon payment of annual dues by Consignor to Squid Works and may be terminated by either party giving sixty days written notice to the other party. The Agreement shall automatically terminate with the dissolution of Squid Works. On termination, all works consigned hereunder shall be returned to the Consignor within a reasonable period of time at the expense of the Consignor.
- 3. Commissions.** The Consignor shall receive 40% of cover price less any sales taxes paid by Squid Works of each work sold. In the case of discount sales, the discount shall be deducted from the Squid Works’s commission.
- 4. Payments.** Squid Works shall pay Consignor all proceeds due to Consignor within reasonable period from sale, generally monthly. A sales receipt shall be drawn up to account for the consignment items sold. Payment may be made in check or money order pay to the order of Consignor’s name exactly as printed in this agreement above.
- 5. Loss or Damage.** Squid Works shall be responsible for the safekeeping of all consigned works. Squid Works shall be strictly liable for loss or damage to any consigned work from the date of delivery to Squid Works until the work is returned to Consignor or sold. In the event of loss or damage, Consignor shall receive the same amount as if the work had been sold at the retail price listed in the Record of Consignment.
- 6. Security Interest.** Title to and a security interest in any works consigned or proceeds of sale under this Agreement are reserved to Consignor. In the event of a default by the Squid Works, Consignor shall have all the rights of a secured party under the Uniform Commercial Code and the works shall not be subject to claims by the Squid Works’s creditors. In the event of purchase of any work, title shall pass directly from Consignor to the other party. In the event of the purchase of any work by Squid Works, title shall pass only upon full payment to Consignor of all sums due hereunder. Squid Works agrees not to pledge or encumber any

works in its possession, nor to incur any charge or obligation in connection therewith for which SquidWorks or any of its members may be liable.

- 7. **Assignment.** This Agreement shall not be assignable by either party hereto, provided, however, that Consignor shall have the right to assign money due him or her hereunder.
- 8. **Modifications.** All modifications of this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire understanding between the parties hereto.
- 9. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Consignor \_\_\_\_\_

Squid Works \_\_\_\_\_

By \_\_\_\_\_  
(Stan Yan, Proprietor)

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**APPENDIX A: Record of Consignment**

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This is to acknowledge receipt of the following works on consignment:

<u>Quantity</u>	<u>Title</u>	<u>Retail Price</u>
		\$

Squid Works \_\_\_\_\_

By \_\_\_\_\_  
(Stan Yan, Proprietor)