

## ***CONSIGNMENT AGREEMENT***

This Consignment Agreement (this "Agreement") is made effective as of January 31, 2014 between Customer A, of XYZ Street, Denver, Colorado 80202, and Be My Guest, LCC, of 5756 S Macon Street, Greenwood Village, Colorado 80111.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "Customer A", and the other party who is receiving the right to sell the merchandise will be referred to as "Be My Guest, LCC".

The parties agree as follows:

**I. RIGHT TO SELL.** Customer A owns XXX Brand Fashion Bag ("XXX Brand Fashion Bag"). In accordance with this Agreement, Customer A grants Be My Guest, LCC an exclusive right to sell the XXX Brand Fashion Bag under the terms of this Agreement. Customer A agrees to deliver to Be My Guest, LCC, on consignment, the XXX Brand Fashion Bag. Be My Guest, LCC agrees to devote its best efforts to the sale of the XXX Brand Fashion Bag. All sales prices and terms of sale shall be determined by Be My Guest, LCC.

**II. PROCEEDS OF SALES.** Be My Guest, LCC will pay to Customer A a portion of the sales proceeds which shall be calculated as follows: The Consignee shall pay the proceed from auction net of stated eBay final value fee, Paypal transaction fee, commission and other fees. The amount determined in the previous sentence shall be paid to Customer A Payment will be made to Consignor by cash or check. With each net proceeds payment, Be My Guest, LCC will submit to Customer A a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of current inventory.

**III. RECORDS.** Be My Guest, LCC shall keep accurate records regarding the quantities of the XXX Brand Fashion Bag that are sold. Customer A shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Be My Guest, LCC.

**IV. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of Customer A until sold, except that Be My Guest, LCC shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of Be My Guest, LCC.

**V. PAYROLL TAXES.** Be My Guest, LCC shall be exclusively liable for, and shall indemnify Customer A against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by Be My Guest, LCC in connection with the performance of this Agreement.

**VI. DEFAULTS.** If Be My Guest, LCC fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to Customer A when due, Customer A shall have the option to cancel this Agreement by providing fourteen days' written notice to Be My

Guest, LCC. Be My Guest, LCC shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**VII. ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**VIII. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the XXX Brand Fashion Bag by the other party or by any third party.

**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 five days' written notice to the other party.

**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 Colorado.

**XVI. SIGNATORIES.** This Agreement shall be signed on behalf of Customer A by Customer A and on behalf of Be My Guest, LCC by Adam You, Owner and effective as of the date first above written.

**XVII.** The Consignee does not accept counterfeit or stolen items. Upon identification of these items, the Consignee will report the incidences to proper authorities. The Consignor will be solely responsible for charges, costs and penalties associated with these.

Consignor:  
Customer A

By: \_\_\_\_\_  
Customer A

Consignee:  
Be My Guest, LCC

By: \_\_\_\_\_  
Adam You  
Owner