



Trunk Show Contract

This Trunk Show Contract is between Cherry Tree Beads, LLC, herein known as the "Cherry Tree Beads" and _____ herein known as "Bead Store".

I, _____, as sole proprietor of a business known as _____ or as _____ [e.g. insert title, Manager, Vice President, President, or General Partner] of Bead Store hereby declare and agree on behalf of Bead Store to the following rules and conditions concerning the use and responsibility of any consignment (hereafter referred to as "trunk show box") from Cherry Tree Beads (initial the blank line next to each condition of this Contract below):

_____ That the merchandise Bead Store receives as part of the trunk show box is the property of Cherry Tree Beads, LLC until all said items have been paid for in full.

_____ Upon receipt of trunk show, Bead Store will inventory all bags received from Cherry Tree Beads, and Bead Store must report to Cherry Tree Beads a full and detailed listing of any discrepancies in the shipment including (i) items listing on the packing/inventory sheet but not received, (ii) items received that are not listed on the packing/inventory sheet, and (iii) a list of all merchandise that received by Bead Store in a damaged condition. Any such report must be detailed in writing to Cherry Tree Beads by email.

_____ If you choose to purchase items from the Trunk Show please call or email before the start of your show to receive special bead store pricing. These items will be removed from your Trunk Show and added to a separate store purchase order form which must be paid for before the start of your show.

_____ Bead Store shall be fully responsible for the contents of the trunk show box, and will either return the contents (or the unsold items remaining after the trunk show) by the agreed upon return date printed at the top of the packing list that arrives with the trunk show box or Bead Store shall be deemed to have breached this Contract. Bead Store agrees that when shipping items back to Cherry Tree Beads that it shall insure that (i) everything is packaged well to insure that no merchandise is damaged or broken in shipping, (ii) no used boxes or bubble wrap is employed in the return shipping, and (iii) that Bead Store shall be responsible to reimburse Cherry Tree Beads for all broken strands of beads that were not reported before the start of trunk show.

_____ Bead Store agrees to pay half of the retail amount listed for each item in the trunk show box that is not returned to Cherry Tree Beads, after the consignment period is over.

_____ Bead Store is fully responsible for the safe return of the Trunk Show Box and all its contents. All boxes must be returned to Cherry Tree Beads at the following address:

Cherry Tree Beads:
204 Railroad St
Swannanoa, NC 28778

_____ Beads Store and its employees or agents SHALL NOT remove or alter any of the tags attached to the trunk show box merchandise. If a significant number of tags (as determined by Cherry Tree Beads in its

discretion) have been altered or removed then Bead Store shall be liable to Cherry Tree Beads for a \$50 penalty. All items of merchandise over \$5 will arrive priced.

_____ All merchandise must be sold at the prices marked by Cherry Tree Beads and Bead Store agrees not to sell any merchandise at prices different from what was received from Cherry Tree Beads and is listed on the inventory sheet provided by Cherry Tree Beads.

_____ Bead Store shall return the goods and merchandise in the same condition as when received from Cherry Tree Beads. Bead Store shall be obligated to immediately reimburse Cherry Tree Beads for goods that are returned damaged to Cherry Tree Beads, and that the charges will be as if Bead Store had failed to return the goods to Cherry Tree Beads.

_____ Bead Store is responsible for all costs associated with shipping the trunk show goods remaining after the completion of the trunk show to Cherry Tree Beads.

_____ Bead Store shall return the merchandise by the date written at the top of the packing list, unless the return date has been extended with the written permission of a representative of Cherry Tree Beads (in which case the extended date would apply).

_____ Bead Store shall calculate the amount owing for the returned portion (portion sold or bought) of the merchandise before returning the box to Cherry Tree Beads

_____ Bead Store shall include a payment by check for the unreturned portion of merchandise at the same time the box is due to Cherry Tree Beads, or in lieu thereof, Bead Store does hereby authorize Cherry Tree Beads to charge the credit card on file with Cherry Tree Beads for the amount owing.

_____ Cherry Tree Beads may count and verify calculation for the trunk show box, and either refund or charge my account for any difference after informing Bead Store first.

_____ If the box is not returned 14 days after the return date (or extended return date), Bead Store o allow Cherry Tree Beads to charge the c/c on file for half the retail amount of the trunk show.

_____ Upon conclusion of the trunk show, Bead Store shall inventory the remaining products. The gross sales from the trunk show are split 50/50 between Cherry Tree Beads and Bead Store. Bead Store may use the inventory spreadsheet included in shipment or the emailed copy to figure out the total and send a check with the returned boxes of merchandise or Cherry Tree Beads can charge the credit card it has on file once the boxes have been received and final inventory is done to confirm totals.

_____ Bead Store agrees that the terms of this Trunk Show Contract shall apply for all future trunk shows it receives from Cherry Tree Beads, unless otherwise agreed to in writing by Bead Store and Cherry Tree Beads.

_____ Should Bead Store fail to pay or return any merchandise in the trunk show box within the time allowed for herein, or otherwise fail to comply with this Trunk Show Contract, in any respect, Cherry Tree Beads may take any and all further measures to collect any damages owed to it under this contract, including, but not limited to, imposing collection agency, contracting their industry references to inform them about my delinquency, or initiating a legal suit.

_____ North Carolina law shall govern any disputes arising from this contract, and that the courts of the County of Buncombe, State of North Carolina, shall have exclusive jurisdiction over any disputes.

_____ Bead Store shall indemnify and hold harmless Cherry Tree Beads against any and all liability, claims, suits, losses costs and legal fees caused by arising out of, or resulting from the trunk show or any breach of this Contract by Bead Store.

_____ That the undersigned represents and warrants that either Bead Store is a sole proprietorship or in the event Bead Store is a business entity (corporation, partnership or limited liability company), that the undersigned is an

authorized officer, representative or agent of the Bead Store and possess the requisite legal authority to sign this Trunk Show Contract on behalf of the Bead Store and bind the Bead Store to the terms and conditions contained herein.

Store Name: _____

Owner: _____

Shipping Address: _____

Phone: _____ **Fax:** _____

Email: _____

Website: _____

By signing below, I am acknowledging that I have read and understand the above responsibilities of hosting a Cherry Tree Beads trunk show and that Bead Store agrees to the terms and conditions of this Trunk Show Contract.

Name of Business Entity (if Applicable): _____

Print Name: _____ **Date:** _____

Print Title _____

If Bead Store is a business entity (corporation, partnership or limited liability company), then the below personal guaranty must be executed and returned by an individual who has signed the Trunk Show Contract above.

Personal Guaranty of Trunk Show Contract

The undersigned (the "Guarantor") absolutely and unconditionally, jointly and severally, guarantees the prompt, complete, and full and punctual payment, observance, and performance of all the terms, covenants, and conditions provided to be paid, kept, and performed by the Bead Store under the Trunk Show Contract (the "Contract"). Guarantor agrees that this Guaranty shall be binding upon Guarantor without any further notice of acceptance hereof, and that same shall be deemed to have been accepted by the execution of the Contract; and that immediately upon each and every default by Bead Store under the Contract, Guarantor shall pay to Cherry Tree Beads the sum or sums in default and shall comply with and perform all the terms, covenants and conditions of the Contract that are binding upon Bead Store. The obligation of the Guarantor is primary and independent of Bead Store's obligations under the Contract and may be enforced directly against the Guarantor independently of and without proceeding against the Bead Store or exhausting or pursuing any remedy against Bead Store or any other person or entity. The liability of Guarantor hereunder shall not be diminished, released or otherwise affected or impaired in any respect by (i) any insolvency, bankruptcy, reorganization, receivership, or other debtor relief proceeding involving Bead Store (collectively "proceeding for relief"); (ii) the impairment, limitation, or modification of the liability of Bead Store or the estate of the Bead Store in any proceeding for relief, or the impairment, limitation, or modification of any remedy for the enforcement of Bead Store's liability under the Contract, resulting from the operation of any law relating to bankruptcy, insolvency, or similar proceedings or other laws (including without limitation 11 U.S.C. § 502(b)(6)), or from the decision in any court; (iii) the rejection or disaffirmance of the Contract in any proceeding for relief; or (iv) the cessation or limitation from any cause whatsoever of any liability of Bead Store. GUARANTOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN CHERRY TREE BEADS AND GUARANTOR ARISING OUT OF THIS GUARANTY OR ANY OTHER DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HERewith OR ANY TRANSACTION RELATED TO THIS GUARANTY. Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Cherry Tree Beads in successfully enforcing the terms of this Guaranty. This Guaranty shall be governed by and construed in accordance with the internal laws of North Carolina, excluding any principles of conflicts of laws. For the purpose solely of litigating any dispute under this Guaranty, the undersigned submits to the jurisdiction of the courts of Buncombe County, North Carolina or the United States District Court for the Western District of North Carolina.

Dated: _____

Signature of Guarantor: _____

Print Name: _____

Cherry Tree LLC- Credit Card Authorization

In order for Cherry Tree Beads to accept and bill your credit card for trunk show purposes, please complete all fields below. Sign, date, and fax to (828) 505-7367. Please provide the following information as it pertains to your trunk show. All information kept on file is strictly confidential. For trunk show payments, checks are also accepted and should be sent back with the trunk show, or shortly thereafter.

Contact/Billing Information: (as shown on credit card)

Contact Name: _____ Company: _____

Address _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

- **Call or email with any miscounts before the show starts.**
- **Trunk Show needs to be in the mail on its way back to us within 7 days after show end date.**
- **If beads and/or payment are not received by 2 weeks after shows end date, your credit card will be charged for the full amount that is owed.**

☐ I understand that the trunk show is to be returned by the above date or my credit card will be charged for the amount owed on the products sent. A credit card will not be charged unless permission is given or the above agreed dates are not met.

☐ I understand that the unsold products and any payment due must be remitted by the return date stated on this form. Any outstanding amount due after this period will accrue interest at the maximum amount allowable by law. PLEASE RETURN THE PRODUCTS IN A TIMELY MANNER. WE HAVE OTHER STORES WAITING ON THE PRODUCTS.

Credit Card Type: ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Card Holder Name (as shown on credit card): _____

Credit Card Number: _____

Expiration Date: _____ Credit Card Security Code: _____

I hereby authorize Cherry Tree Beads to charge the above credit card. I agree that this a one time billing charge as indicated above. I will not dispute Cherry Tree Beads billing with my credit card issuer as long as the amount in question was for trunk show product rendered and not returned to Cherry Tree Beads prior to my cancelling my account in writing. I guarantee and warrant that I am the legal cardholder for this credit card and that I am legally authorized to enter into this billing agreement with Cherry Tree Beads.

Signature of Card Holder (Required): _____ Date: _____