



Custom Knife Gallery of Colorado Terms of Marketing Partnership Agreement

The time frame for this agreement is as long as you want it to be. The only investment you must make is in photography/promotion fee. That will be 50.00 per knife. That includes promotion quality photographic work in controlled lighting. This fee will be deducted from your proceeds once your item sells. Or, if items haven't sold, and you wish to end the marketing partnership for a specific piece, it is expected at termination. You will be provided with full size electronic copies of the photographic work and the right to use for your personal promotion. No other rights are assigned.

Our terms are as follows (I have been told very often, quite reasonable):

*Before we begin the agreement, you will provide us with your **lowest** retail price (as to be sold on the website). We will evaluate the knife and determine a reasonable initial retail offering price and use that as an offer.*

Once the knife has sold, the funds distribution to you is as follows:

1) If the knife sells on the website, your account will be credited: 75% of the lowest retail price plus 50% of the net difference between your lowest retail price and the actual selling price of the knife. If merchant fees apply, it will be deducted from the gross sale.

2) If the knife sells at a show that we attend, your account will be credited: 75% of the lowest retail price plus 50% of the net difference between your lowest retail price and the actual selling price of the knife. If merchant fees apply, it will be deducted from the gross sale.

As previously mentioned, the 50.00 promotion fee will be subtracted from your account after each knife sells. Each purchase made has a 5 day inspection period that begins when the client receives the knife. Once that period has expired, you may cash out or choose merchandise you wish to buy with the proceeds.

We have heard many compliments about this program since we split the additional profit above your lowest price with you. This is therefore a true partnership in marketing your knives.

Again, this has been very successful and we have testimonials as well. All newly received knives must be inspected by us for condition, quality and salability. If you do decide to end the consignment before the sale takes place, you are responsible for all shipping costs and all promotion fees.

Unacceptable Terms for Partnership Termination

This agreement is meant to be a good faith agreement between the consignor and our organization. The following are unacceptable terms of terminating the consignment:

- 1) The consignor has found someone else to buy his knife that is interested and wants his knife back so he can sell or trade it to that party.*
- 2) The consignor has found out that we have a buyer and decided that he doesn't want to share the sale and requests the knife be returned instead.*

Both of those circumstances are not doing business in good faith. If that does occur, the consignor will be responsible for the entire sales fee and promotion fee for return to take place.

Terms of Acceptance

Each of the parties of this partnership acknowledge that by shipping merchandise to Custom Knife Gallery of Colorado, we are indicating our acceptance of this agreement in its entirety, and agree to be bound by the conditions as stated above.