

The Georgia Living Store

The Georgia Living Store is a consignment shop for our exhibitors (ages 18 and above) in the Georgia Living Program.

REQUIREMENTS: In order to sell items in the Georgia Living Store, you must be a 2021 participant in one or more of the Georgia Living competitions at the Fair that require you to make your entry (antiques entries do not qualify for participation in the Georgia Living Store). You must have a confirmed entry for your items to be accepted at the store.

TO SIGN UP: call or email **by September 3, 2021**. You will be issued a control number and receive a consignment agreement. As soon as you have your inventory list complete, **send a copy to us** so that we will have an idea about what's coming to the Fair and so we can create your barcodes. Barcodes can be emailed to you to be printed and attached to your items prior to receiving.

INVENTORY: We hope to stock the Store with a wide variety of **quality** items that have been **hand-made** (a must!) by our talented exhibitors and are representative of the Georgia Living Competitions... woodcarving, pottery, photos, decorative arts, hobby crafts, needle arts, crochet, quilts and quilted items - just to name a few. We are not able to sell food items. Space is limited; therefore, we will not be able to accept hanging pieces larger than 24" x 24" or items that are unusually large, with the exception of textiles that may be folded. **We will not knowingly accept items that are soiled, aged, made from kits or items with strong odors (i.e., items that smell musty, or smell of pets, smoke, etc.). We reserve the right to reject items that may be objectionable or that are not of competition quality.**

All items must be tagged and inventoried prior to arrival. Items not tagged and inventoried will not be accepted.

Each item must be tagged with your assigned control number, your own inventory control number, description and price. Tags should be large enough to accommodate this information along with a 1/2" x 1 3/4" barcode label and must be clearly legible - neatly printed by hand or machine. Barcode may be placed on the front or the back of the tag.

Examples of acceptable tags:



The inventory numbers on your tags must match the inventory list turned in to the Store with your items. Tags are removed at point of sale for inventory control. If you wish the buyer to be able to contact you after the sale, you may use two part tags with your contact information on the top part of the tag. Do not use stickers that cannot be removed from your items.

Please use the provided inventory form. If you need additional space, you may duplicate the form. Alternatively, you may use your own spreadsheet if all of the information from the provided form is included (the signed statement of understanding regarding loss or damage must be present). You may list multiples of items with the same barcode on the same line. For example, #36 - (1-20).

Please also include a total number of items for each price point (17 items at \$4.99, 3 items at \$12.99, etc.). This helps facilitate the printing of barcodes for your items. NOTE: To make pricing more uniform in the store, beginning in 2022, we will be asking that all price points end in the number 9 (\$.99, \$1.29, \$10.99, etc.).

Our space is limited, but we will be selling for 11 days, so we will need a good number of items. Plan to bring up to 30 items; if we sell out and need more from you, we will call you to restock. There are no minimum limits. However, you should plan to consign enough inventory to cover the expense of including your items in the store. **Your items must be tagged and inventoried before you bring them.** Items not tagged and inventoried will not be accepted. There will not be room to tag them at receiving. Please bring your items in a suitable storage container with a lid that can be stacked; label all pieces of containers with your name and contact number. These containers will have to be stacked and stored for approximately a week before we have access to the Heritage Hall to set up the store.

COMMISSION: The Fair will retain 25% of sales to cover costs of operating the Store.

PAYMENT: Accounts will be settled after the Fair is over. Checks will be processed by Nov. 30, 2021.

VOLUNTEER OPPORTUNITY: When they drop off their items, consignors may sign up to volunteer to work shifts in the store during the Fair. You will be provided one admission pass which will get you into the fair any time on your scheduled day.

RECEIVING OF CONSIGNED ITEMS: Consigned items may be dropped off with your entries during regular receiving times. **Last delivery date for store inventory will be September 25.** When delivering consignment items be sure to bring your claim tag from your entry. Restocking during the Fair will be by appointment only.

PICKUP DAYS: Tuesday, October 19, 12:00 p.m. - 8:00 p.m. and Wednesday, October 20, 10:00 a.m. - 4:00 p.m.

STORE HOURS: 10 a.m. - 10 p.m. daily, except Sneak a Peek (3 p.m. - 10 p.m.)

If you have questions, email contests@gnfa.com or call 478-988-6555.

**Georgia National Fair
Georgia Living Store
CONSIGNMENT AGREEMENT**

This Consignment Agreement (this "Agreement" is made effective as of _____, 2021 between _____, and the Georgia National Fairgrounds & Agricenter, of 401 Larry Walker Parkway, Perry, GA 31069.

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "Consignor" and the other party who is receiving the right to sell the merchandise will be referred to as the "Consignee" or "GNF&A".

The parties agree as follows:

I. RIGHT TO SELL. Consignor owns the items described on the attached Inventory List. In accordance with this Agreement, Consignor grants GNF&A an exclusive right to sell the Merchandise during the term of this Agreement. This right to sell only applies to the following described territory: Georgia National Fairgrounds & Agricenter, Perry, Georgia. Consignee reserves the right to reject items disclosed on Inventory List that may be objectionable. Consignor agrees to deliver to GNF&A, on consignment, the Merchandise; said merchandise to remain on location at the Georgia Living Store until sold or until removal days, **Tuesday, October 19, 12:00 p.m. – 8:00 p.m. and Wednesday, October 20, 10:00 a.m. - 4:00 p.m., unless other arrangements are made in advance.** Any products not picked up by these dates will be disposed of. All sales prices shall be determined by Consignor.

II. PROCEEDS OF SALES. GNF&A will pay to Consignor a portion of the sales proceeds which shall be calculated as follows: 75 percent of the proceeds from the sale of the Exhibit A Merchandise after deducting seven percent (7.0%) Georgia state sales tax. Checks for payment of sold Consignor inventory will be processed by November 30, 2021.

III. RECORDS. GNF&A shall keep accurate records regarding the quantities of the Merchandise that are sold. A copy of the sales record will be provided with payment.

IV. TITLE TO MERCHANDISE. Consigned merchandise shall remain the property of Consignor until sold. It shall be understood by Consignor that while the Georgia National Fair and staff working with the Georgia Living Store will exercise utmost care in the management of Consignor items, Consignor will not hold Consignee responsible for damage or loss of any item(s) should that occur.

V. PAYROLL TAXES AND SALES TAXES. GNF&A shall be exclusively liable for, and shall indemnify Consignor against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by GNF&A in connection with the performance of this Agreement. GNF&A will be responsible for emitting to the State of Georgia all applicable sales tax on sold items.

VI. DEFAULTS. If GNF&A fails to abide by the obligations of this Agreement, Consignor shall have the option to cancel this Agreement by providing one (1) day(s) written notice to GNF&A. GNF&A

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. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Merchandise by the other party or by any third party. In no event will Consignor or GNF&A be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Merchandise.

VIII. 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 to any other party, unless the prior written consent of the other party is obtained.

IX. TERMINATION. This Agreement may be terminated by either party by providing immediate notice to the other party.

X. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties 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.

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

XII. 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.

XIII. 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.

XIV. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Georgia.

I understand that while the Georgia National Fair and the Georgia Living Store staff will exercise utmost care in the management of my items, I will not hold them responsible for damage or loss of any item(s) should that occur.

Consignor: _____ By: _____
 (Print Name of Individual) (Please sign and date)

Mailing Address: _____

Email: _____ Phone: _____

Consignee:
Georgia National Fairgrounds & Agricenter

By: _____
Georgia Living Store Manager
Helen Swinyard or Mike Driggers

Date: _____

By _____
Sandy Kusuda, Director of Georgia Living

Date: _____

To be completed upon receipt of product: Attach inventory sheet(s) to this form and sign.

I am submitting the attached inventory for consignment in the Georgia Living Store. I understand that while the Georgia National Fair and staff working with the Georgia Living Store will exercise utmost care in the management of my items, I will not hold them responsible for damage or loss of any item(s) should that occur.

Consignor: _____
(Print name of Individual and Company name if applicable)

By: _____
(Please sign and date)

Delivered by (if different from original consignor): _____
(Please sign and date)

(Print name)

Consignee:
Georgia National Fairgrounds & Agricenter

By: _____
Georgia Living Store Manager