



CONSIGNMENT SALE AGREEMENT

Người Việt News, Inc. dba Người Việt Shop (NVShop)

and _____ (Consignor) hereby enter
into the following Consignment Sale Agreement (“Agreement”) on ____/____/____
 (“Effective Date”) at the city of _____, the State of _____.

PURPOSE and EFFECT

The purpose of this contract is to allow Người Việt Shop to sell:

- () Books
() Others _____

As listed on Appendix A of this agreement, on behalf of the Consignor for a commission based on the sale price of the item.

AGREEMENT

1. **Consignment Period:** The Consignment Period extends indefinitely for each item until terminated by request of Consignor or Người Việt Shop according to its absolute and unfettered discretion.
2. **Cancellation of Agreement:** Either party may cancel the Agreement for any reason, terminating the Consignment Period for all items.

3. **Right of Refusal:** Người Việt Shop reserves the absolute discretionary right to refuse for any reason any item offered by Consignor under this Agreement.
4. **Handling of Refused or Terminated Items:** In the event of refused or terminated items, Consignor agrees to:
- Take possession of such items and bear responsibility for any shipping costs, or
 - Authorize donation or recycling of terminated items, within fourteen (14) days of notification or the un-received items become the property of Người Việt Shop.
5. **Selling Price:** Consignor set the SRP (suggested selling price) for the item. NVShop will market the item at the SRP set by the consignor. However, consignor agrees that NVShop will have full and complete discretion to set the sale price for any item provided by Consignor.
6. **Sale Proceeds:** Consignor understands that the Sale Proceeds vary by sales channel. Consignor has option to select which sales channel to participate in for each consigned item as detailed in Appendix A of this agreement or in the Consignment Request form.
7. **Consignor Earnings:** Consignor earns:
- 45% of the item SRP for all sales to NVShop direct, NguoiVietShop.com, Nguoi Viet Shop on Amazon.
 - 45% of the item SRP for all sales to NVShop Resellers network, Bookstores, Online Retailers, Libraries & Academic Institutions, and Người Việt employees.
- Người Việt Shop pays for all applicable fees as required to sell and distribute to all channels.
8. **Canceled and Returned Sales:** If a purchase is canceled or returned Người Việt Shop reserves the absolute discretionary right to either:
- take ownership of the item and leave Consignor earnings intact, or
 - retract Consignor earnings and offer the item again for sale.
9. **Loss or Damage to Items:** Consignor agrees to hold Người Việt Shop harmless for any damage or loss to any item provided by Consignor, so long as such loss or damage occurs for any reason other than the negligence of Người Việt Shop. In particular, Consignor agrees to waive any and all claim(s) for damages in the event of loss or damage by fire, water, earthquake, or tornado.

10. **Payment:** Người Việt Shop will pay Consignor quarterly (3 months) provided sales are more than forty dollars (\$40). If sales less than forty dollars (\$40) in any quarter, it will be held over to the next quarter. Subject to paragraphs 6 and 7. All fund amounts herein shall be in the United States dollars.

- Người Việt Shop will provide printed itemization of sales and earnings with each payment. Consignor has option to pick up the check at Người Việt corporate office at: 14771 Moran Street, Westminster, CA 92683 or have the check mail to a valid US postal address. Check will be mailed using standard first class mail.
- Người Việt Shop shall accommodate reasonable request from consignor to expedite the delivery of the check when possible. Consignor agrees to pay all cost incurred which included but not limited to postage cost, shipping charges and handling fees from third-party.

11. **Availability for Purchase:** Người Việt Shop will make a good faith effort to make any items subject to this Agreement available for purchase online 24 hours a day, 7 days a week. Occasional exceptions may occur. Consignor agrees to update NVShop of up-to-date inventory level monthly or anytime by request of NVShop. Consignor is required to notify NVShop in advance of low or out-of-stock inventory level. Failure to do so may result in fines necessary to rush deliver the item to customers when it becomes available.

12. **ISBN/UPC:** All items required to have an ISBN number or an UPC code and correspondent bar code printed on the item or its packaging. If an item does not have an ISBN or UPC code assigned, NVShop will assign a new ISBN or UPC code for the item. Consignor agrees X [REDACTED] (initial) to pay Người Việt Shop a one-time cost of \$25.00 USD for each number assigned. Người Việt Shop will be deducted this amount from the consignor earning.

13. **Consignment Inventory:** Người Việt Shop agrees to stock an adequate inventory of each item at Người Việt stock room at no cost to the Consignor. Người Việt Shop determines the initial quantity of each item to stock. Người Việt Shop will request to restock when necessary and the quantity to restock will be adjusted according to the sale rate of each item. Consignor agrees to deliver the consignment inventory to Người Việt Shop at 14771 Moran Street, Westminster, CA 92683 at zero cost (\$0.00). Consignor pays for all shipping and handling cost incurred delivering the consignment inventory to Người Việt Shop.

14. **Returns:** If for any reason an item or the entire consignment inventory need to be returned to the consignor from Người Việt Shop, consignor is responsible for all the shipping and handling cost.

15. **Sales Channels:** Người Việt Shop defines sales channel as follow:

- (a) **Người Việt Shop Direct:** Sales to end-user/consumers from Người Việt Sales counter at Người Việt Daily News, Người Việt Online Store at Nguoivietshop.com, Người Việt Online at Nguoi-Viet.com, Người Việt Shop Seller Store on Amazon.com.
- (b) **Người Việt Shop Resellers Networks:** Sales to regional bookstores, Online Retailers, Master Distributors.
- (c) **Libraries & Academic Institutions:** Public libraries, elementary and secondary school libraries, colleges and universities and other academic institutions.
- (d) **Người Việt Employees & Agents:** All Người Việt full-time, part-time employees and Sales Agents.

16. **Prior Authorization to Donate or Recycle Refused Items** (Optional):
 Consignor gives Prior Authorization to Người Việt Shop to donate or recycle refused items.

X _____
(Optionally sign to authorize)

17. **Contact Information:** Consignor agrees to immediately notify Người Việt Shop of any changes to Consignor's contact information. Người Việt Shop will not share your contact information.

18. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between Consignor and Người Việt Shop relating to the subject matter herein. No modification of or amendment to this Agreement will be effective unless in a writing signed by both parties.

19. **Signed Agreement:**

Consignor

Người Việt Shop

X _____

X _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____



APPENDIX A: Consignment Item

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Quantities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

- ☐ Người Việt Direct *(45% earnings)*
☐ Người Việt Resellers Network *(45% earnings)*
☐ Libraries & Academic Institutions *(45% earnings)*
☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Quantities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

- ☐ Người Việt Direct *(45% earnings)*
☐ Người Việt Resellers Network *(45% earnings)*
☐ Libraries & Academic Institutions *(45% earnings)*
☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Qualities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

☐ Người Việt Direct *(45% earnings)*

☐ Người Việt Resellers Network *(45% earnings)*

☐ Libraries & Academic Institutions *(45% earnings)*

☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Quantities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

☐ Người Việt Direct *(45% earnings)*

☐ Người Việt Resellers Network *(45% earnings)*

☐ Libraries & Academic Institutions *(45% earnings)*

☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Quantities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

☐ Người Việt Direct *(45% earnings)*

☐ Người Việt Resellers Network *(45% earnings)*

☐ Libraries & Academic Institutions *(45% earnings)*

☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)

Title/Name: _____

Publisher/Mfg.: _____

ISBN/UPC: _____

SRP (Suggested Selling Price): \$ _____ USD

Total Quantities Available: _____

Distribution Channels: *(Please select the distribution channel for this item)*

☐ Người Việt Direct *(45% earnings)*

☐ Người Việt Resellers Network *(45% earnings)*

☐ Libraries & Academic Institutions *(45% earnings)*

☐ Người Việt Employees & Agents *(45% earnings)*

PDF *(electronic file)* available: ☐ YES ☐ NO

Interested in Print-To-Order (POD): ☐ YES ☐ NO (If yes, please sign a P.O.D agreement)



APPENDIX B: Consignor Contact & Payment Information

PLEASE PRINT CLEARLY

Consignor Full Name: _____

Publisher Name: _____

Address: _____ W-9 _____

City, State, Zip: _____

Phone: _____

E-mail: _____

PAYMENT INFORMATION: (Consignor earnings check will be paid and mailed to)

() Same as above

Payee Full Name: _____

Address: _____

City, State, Zip: _____