COMIC BOOK CONSIGNMENT AGREEMENT

Effective Date: ____________________

This Comic Book Consignment Agreement ("Agreement") is entered into by and between:

CONSIGNOR (Owner)

Name: ______________________________________

Address: ____________________________________

Phone: ______________________________________

Email: ______________________________________

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1. APPOINTMENT

The Consignor appoints the Consignee as a non-exclusive agent for the purpose of marketing and selling the comic books identified in the attached inventory list ("Consigned Items").

Ownership of all Consigned Items shall remain with the Consignor until the items are sold and payment has been received by the Consignee.

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2. ELIGIBLE COMIC BOOKS

The Consignee accepts for consignment only comic books that have been professionally graded and encapsulated by:

- Certified Guaranty Company (CGC) ("CGC")
- Professional Sports Authenticator (PSA) ("PSA")

The Consignee reserves the right to reject any item that does not meet the Consignee's standards for authenticity, condition, marketability, or grading.

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3. INVENTORY

3. COLLECTIONS AND INVENTORY

The Consignor may consign either individual comic books or an entire comic book collection under this Agreement.

For individual consignments, the Parties may attach an itemized inventory identifying each Consigned Item by title, issue number, publisher, certification company, certification number, grade, and any other identifying information deemed appropriate.

For collection consignments, the Parties may instead identify the collection by a general description, including, but not limited to, the approximate number of books, publisher(s), series, era, grading company, certification status, estimated fair market value, or other distinguishing characteristics. A detailed inventory shall not be required unless requested by either Party.

The Consignor represents and warrants that all comic books included within any collection consigned under this Agreement are lawfully owned by the Consignor and are free and clear of all liens, claims, or encumbrances.

The Consignee reserves the right to photograph, catalog, organize, and prepare any collection for marketing and sale. The Consignee may create an internal inventory of the collection for recordkeeping, insurance, security, and sales purposes. Such internal inventory shall be deemed part of this Agreement whether or not it is attached hereto.

Any additions to or removals from a consigned collection after execution of this Agreement must be approved in writing by both Parties and shall automatically become subject to the terms and conditions of this Agreement.

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4. CONSIGNMENT TERM

The initial consignment period shall be one hundred twenty (120) days beginning on the Effective Date.

The Consignor agrees that the Consigned Items shall remain available for sale throughout the entire 120-day consignment period unless otherwise agreed in writing by the Consignee.

After the expiration of the 120-day term, either Party may terminate this Agreement upon written notice.

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5. MINIMUM SALE PRICE

All Consigned Items shall be listed and offered for sale at a value no less than the current 90-Day GPA Market Value for the applicable grade and certification.

For purposes of this Agreement, "90-Day GPA Market Value" means the rolling ninety (90) day average sales price reported by GPA Analysis or another recognized comic book market pricing service selected by the Consignee.

The Consignee shall not knowingly sell any Consigned Item below the applicable 90-Day GPA Market Value without prior written authorization from the Consignor.

The Consignor acknowledges that market values fluctuate and that actual sales may occur above the applicable GPA value.

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6. CONSIGNMENT FEE

The Consignee shall receive a commission equal to ten percent (10%) of the final sale price of each Consigned Item sold.

Example:

Sale Price: $1,000.00

Consignment Fee (10%): $100.00

Net Proceeds to Consignor: $900.00

The commission shall be earned upon completion of the sale and receipt of payment from the purchaser.

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7. AUTHORIZED SALES CHANNELS

The Consignor authorizes the Consignee to market, advertise, display, negotiate, and sell the Consigned Items through any of the following channels:

- The Consignee's website;
- Comic conventions and trade shows;
- Facebook comic book groups;
- Private collector sales;

The Consignee shall have sole discretion regarding advertising, sales presentation, negotiation, and marketing strategy, provided that all sales comply with the minimum pricing requirements contained in this Agreement.

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8. TRANSPORTATION AND DISPLAY AUTHORIZATION

The Consignor expressly authorizes the Consignee to transport, display, store, and exhibit the Consigned Items at comic conventions, trade shows, collector events, and other sales venues.

The Consignee may display the Consigned Items alongside inventory owned by the Consignee and inventory belonging to other consignors.

The Consignee shall exercise reasonable care in handling and safeguarding all Consigned Items.

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9. PAYMENT TO CONSIGNOR

The Consignee shall remit payment to the Consignor only after the proceeds from the sale of the Consigned Item(s) have been fully received, processed, and irrevocably cleared through the Consignee's financial institution.

Payment shall be issued to the Consignor within fourteen (14) business days following the date on which all sale proceeds have been received and have fully cleared the Consignee's banking institution.

The Consignor acknowledges and agrees that all payments made under this Agreement shall be issued exclusively by business check and mailed to the Consignor at the address listed in this Agreement, unless the Parties mutually agree in writing to an alternative method of payment.

Each payment shall be accompanied by a settlement statement identifying:

- The Consigned Item(s) sold;
- The gross sale price;
- The applicable consignment commission and any authorized deductions;
- The net proceeds payable to the Consignor; and
- The date the payment was issued.

The Consignor further acknowledges that payment processing and disbursement may be delayed due to banking procedures, payment processor review periods, fraud prevention measures, chargeback investigation periods, convention settlement schedules, or other circumstances beyond the reasonable control of the Consignee. Under no circumstances shall payment be due until the sale proceeds have been fully received, verified, and cleared by the Consignee.

No payout shall be due until all sale proceeds have been fully received and cleared by the Consignee.

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10. EARLY TERMINATION FEE

The Consignor may request termination of this Agreement at any time prior to the expiration of the one hundred twenty (120) day Consignment Term by providing written notice to the Consignee.

If the Consignor elects to terminate this Agreement or requests the return of any Consigned Item before the expiration of the 120-day Consignment Term, the Consignor shall pay an Early Termination Fee of One Hundred Dollars ($100.00), in addition to reimbursing the Consignee for any unpaid fees, costs, or expenses incurred in connection with the Consigned Item(s). Such reimbursable expenses may include, but are not limited to, cleaning, pressing, conservation-related services, grading submission fees, shipping charges, insurance costs, convention and exhibition expenses, photography, listing preparation, and any other services performed or expenses incurred on behalf of the Consignor.

The Early Termination Fee is intended to compensate the Consignee for administrative expenses, marketing efforts, convention display costs, advertising, listing preparation, and lost sales opportunities resulting from the premature termination of this Agreement.

No Consigned Item shall be released or returned to the Consignor until the Early Termination Fee and all outstanding fees, costs, and reimbursable expenses have been paid in full.

Upon receipt of all amounts due, the Consignee shall return the Consigned Item(s) to the Consignor within a reasonable period, not to exceed thirty (30) days, unless otherwise agreed to in writing by the Parties. The Consignor shall be responsible for all return shipping, insurance, packaging, and handling costs unless otherwise agreed to in writing.

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11. CHARGEBACKS AND PAYMENT REVERSALS

If a completed sale becomes subject to a chargeback, payment reversal, fraudulent transaction claim, returned payment, or similar loss after proceeds have been distributed to the Consignor, the Consignor agrees to reimburse the Consignee for the amount attributable to the affected Consigned Item.

The Consignee may offset such amounts against future consignor payouts.

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12. LOSS OR DAMAGE

The Consignee shall exercise reasonable care in storing, displaying, transporting, and handling the Consigned Items.

Except in cases of gross negligence, intentional misconduct, theft by the Consignee, or fraud, the Consignee shall not be liable for loss, theft, accidental damage, shipping carrier loss, natural disasters, convention incidents, or events beyond the Consignee's reasonable control.

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13. Insurance Policy

- In the event that a Customer's comic book(s) are lost, stolen, damaged, or destroyed while in the possession of Comics Reborn due to theft, fire, flood, or other covered events under Comics Reborn's Collectibles Insurance Policy, Comics Reborn will submit an insurance claim on the Customer's behalf, subject to the terms, conditions, and limitations of the applicable insurance policy.
- The Customer acknowledges and agrees that they are responsible for any applicable insurance deductible or co-payment required by the insurance carrier, which is currently $500 per claim, unless otherwise agreed to in writing by Comics Reborn.
- Comics Reborn has no authority over, and assumes no responsibility for, the insurance company's investigation, valuation methods, claim determination, or final payout amount. All claim decisions are made solely by the insurance provider in accordance with the terms of the insurance policy.
- The Customer understands and agrees that the insurance company's valuation may differ from the original purchase price, the Customer's estimated value, third-party appraisals, or the current Fair Market Value (FMV) of the comic book(s).
- Comics Reborn shall not be liable for any difference between the insurance company's approved claim payment and the comic book's original purchase price, declared value, appraised value, or current Fair Market Value. The insurance company's claim payment shall constitute the sole amount recoverable for any covered loss, and Comics Reborn shall have no obligation to compensate the Customer for any additional amount beyond the insurance proceeds actually paid.

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14. REPRESENTATIONS OF CONSIGNOR

The Consignor represents and warrants that:

1. The Consignor is the lawful owner of all Consigned Items.
2. The Consigned Items are free from liens and encumbrances.
3. All certification and grading information is accurate.
4. The Consignor has full authority to enter into this Agreement.

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15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

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16. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties and supersedes all prior discussions, negotiations, or agreements relating to the Consigned Items.

Any modification to this Agreement must be in writing and agreed to by both Parties.

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17. SIGNATURE

CONSIGNOR

Signature: ________________________________

Printed Name: _____________________________

Date: ____________________________________
