

# CHEAPO CONSIGNMENT

1222 University Ave. St Paul, MN 55104  
consignments@cheapodiscs.com

In Minnesota, we accept consignments in St. Paul for Twin City stores. Everything must be brought or sent to our outlet location in St Paul. If you must ship discs to us, we suggest packing carefully and using a method that includes tracking and/or confirmation of delivery. We are not responsible for consignments which are lost or damaged in shipment by you. Please include all requested information and contracts with your shipment or e-mail them to us at consignments@cheapodiscs.com.

## WE ACCEPT:

- 1) CDs from IA, MN, ND, SD and WI musicians and distributors.
- 2) CD-Rs from MN musicians and distributors only.
- 3) LPs and Singles from IA, MN, ND, SD and WI artists and musicians.
- 4) Movies and videos from IA, MN, ND, SD and WI artists and musicians – DVD format only

Please bring 10 CDs, LPS, or DVDs (minimum) for Twin Cities stores.

**NO CONSIGNMENT WILL BE ACCEPTED WITHOUT A SIGNED CONTRACT FROM THE PERSON OR ENTITY CONSIGNING THE RESPECTIVE PRODUCT(S).**

Pricing is very important. If our selling price is too high, your products won't sell. We don't recommend a price to our customers for CDs higher than \$12.99 unless you or the CDs have significant commercial exposure already. For new musical artists and groups, we recommend a selling price of \$9.99 or less per CD for our customers.

For CD-Rs, if they are do-it-yourself discs and packaging, we will not price them higher than \$4.99 to our customers. If they are professionally duplicated quality discs and inserts, \$12.99 will be the maximum price for our customers.

| Our Customers Pay | We Pay You |
|-------------------|------------|
| \$ 2.99           | \$ 1.80    |
| \$ 3.99           | \$ 2.40    |
| \$ 4.99           | \$ 3.00    |
| \$ 5.99           | \$ 3.60    |
| \$ 6.99           | \$ 4.20    |
| \$ 7.99           | \$ 4.80    |
| \$ 8.99           | \$ 5.40    |
| \$ 9.99           | \$ 6.00    |
| \$ 10.99          | \$ 6.60    |

| Our Customers Pay | We Pay You |
|-------------------|------------|
| \$ 11.99          | \$ 7.20    |
| \$ 12.99          | \$ 7.80    |
| \$ 13.99          | \$ 8.40    |
| \$ 14.99          | \$ 9.00    |
| \$ 15.99          | \$ 9.60    |
| \$ 16.99          | \$ 10.20   |
| \$ 17.99          | \$ 10.80   |
| \$ 18.99          | \$ 11.40   |
| \$ 19.99          | \$12.00    |

# Cheapo

1222 University Ave., St. Paul, MN 55104  
Phone: (651) 644-3743 Fax: (651) 644-8566  
[consignments@cheapodiscs.com](mailto:consignments@cheapodiscs.com)

## **Standard** Consignment Terms:

- 1) Your delivery of products to Cheapo for consignment and your signature of this Consignment Agreement constitute a representation and warranty from you to Cheapo that one of more of the following is/are true:
  - a. You are the owner of the copyright in the content by transfer and/or purchase from the copyright owner(s);
  - b. You created all content of the products yourself and own all copyrights in such content;
  - c. You have a direct or implied enforceable license from all copyright owner(s) of the content of the products; or
  - d. The content of the products are in the public domain or have been abandoned to public use or are not copyrightable.

You represent and warrant that you have the full legal right to sign this Agreement, to perform your obligations under this Agreement, and to provide the consigned products to Cheapo according to the terms and conditions of this Agreement; and the consigned products do not violate the intellectual property or other rights of any third party.

- 2) Cheapo agrees to make your consigned product(s) available for sale in each of its stores as it determines and/or on our web site for 6 months or until such time as either you or Cheapo terminate this Agreement
- 3) Stocking of the consigned product(s) is at the discretion of Cheapo. Cheapo does not guarantee any minimum number of copies stocked in any store or any volume of sales.
- 4) The term of this Agreement (the "Term") will begin on the date you sign this Agreement and continue for 6 months or until terminated by either you or Cheapo, by giving written notice to the other. If you terminate the Term of this Agreement, Cheapo will have 60 days from the date of receipt of your notice of termination to make final payment to you and to make all unsold products available to you. You will have 60 days from the date of Cheapo's notice of availability to pick up all unsold products or the products will become the property of Cheapo.
- 5) If you fail to provide Cheapo with a current email, address and phone number, Cheapo will not be responsible for failure to send notices or payments to you.
- 6) You agree to defend and indemnify Cheapo against any and all claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or in connection with (i) any breach by you of any representation, warranty or agreement made by you in this Agreement, or (ii) any claim of infringement of a third party's intellectual property rights by Cheapo based on Cheapo's sale or use of any intellectual property supplied by you. This obligation will survive the termination of the Term of this Agreement.

- 7) You are solely responsible for your own record keeping, tax payments and obligations to third parties relating to the products.
- 8) Payment will be made to you upon expiration of this contract.
- 9) Cheapo is not responsible for the loss of or damage to products due to theft, vandalism, fire or other cause beyond Cheapo's control, or for the loss or seizure of products due to bankruptcy or other similar event.
- 10) This Agreement shall be governed by the laws of the State of Minnesota. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be modified except in a writing signed by both parties.

**Consignee Information**

|                       |                       |
|-----------------------|-----------------------|
| Contact               | Alternate Contact     |
| Company/Name: _____   | Contact Name: _____   |
| Contact Name: _____   | Address: _____        |
| Address: _____        | City/State/Zip: _____ |
| City/State/Zip: _____ | Phone: _____          |
| Phone: _____          | e-mail: _____         |
| e-mail: _____         | Web Address: _____    |

**Checks Payable To:** \_\_\_\_\_

**Consignment Product**

| Artist / Band | Album title / Description | We pay you | Retail Price | Quantity |
|---------------|---------------------------|------------|--------------|----------|
|               |                           | \$         | \$           |          |
|               |                           | \$         | \$           |          |
|               |                           | \$         | \$           |          |
|               |                           | \$         | \$           |          |
|               |                           | \$         | \$           |          |

Consignee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Cheapo Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|  |       |     |
|--|-------|-----|
|  | Genre | loc |
|--|-------|-----|