

COURSERESOURCE INC. (internet location 133980034.pdf)

Consignment Agreement

This agreement made as of the _____ day of _____ 202__ between
_____ of _____.

Mailing address of _____

(the "Consignor") and CourseResource.com LLC of Bloomington, IL 61701 at the website address of help@courseResource.org (the Consignee).

Whereas the Consignor wishes to sell courseware (the products) on consignment and the Consignee wishes to market the product(s) on behalf of the Consignor:

Now, therefore, this agreement witnesses that in consideration of the premises, the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Consignee will accept the product(s) from the Consignor conditioned on approval of content by the Consignee. The Consignor may upload products, in (his, her, its) sole discretion subject to and in accordance with the terms and conditions of this agreement. The Consignee shall take delivery and attempt to make this product available for free or for a fee designated by the Consignor. All fee based courses will be held in the Web.com store which will record all sales and distribute fees to appropriate parties.

2. Ownership of Products. Rights to and ownership in the product(s) shall remain in the Consignor. The products consigned are identified at the end of this document.

3. Consignor's Representation. Consignor has good and marketable title to the products. None of the products are in violation of any propriety right of any third party or of any state or federal law or administrative regulation. Consignor represents that its courseware has no malicious virus, malware or other similar content.

4. Payment for Products: A commission is the Consignee's sole compensation under this agreement. The Consignee shall attempt to sell the product(s) and upon payment by the customer will download the products to the customer. The Consignee will within 30 days forward Consignor's agreed fee to the Consignor in the amount of 20 % of the agreed sale price of each course. Free courses will not have a charge to upload or download. Consignee will account monthly for sales.

Initials of Consignor _____ Initials of Consignee _____

5. Condition of Products: The Consignor will keep the products free from any lien, security interest, and encumbrance or copyright adverse to the Consignor and the Consignee will not use the same in violation of any statute or ordinance.

6. Consignee will pay all amounts due Consignor in US dollars by check, e-payment or other, monthly.

7. Termination. This agreement shall commence on the date signed by both parties hereto. Either party may terminate the agreement by giving 10 days prior written notice. Consignee may remove any product at any time. Termination will not affect Consignment payments due prior to termination.

8. Indemnity. The Consignor shall indemnify the Consignee from all damages, suits, litigation, awards and costs including attorney fees that may arise out of sale of the product(s) for any reason including any civil or criminal suit over authenticity, legality, and ownership infringement of copyright, trademark or any other claim or litigation.

9. Governing law. Both parties consent to the personal jurisdiction of the state and federal courts in Peoria County, Illinois.

10. No amendment of this agreement will be effective unless it is in writing and signed by the parties.

11. Assignment and Delegation.

a) No assignment. Neither party may assign any of its rights except with prior written consent of the other party. All voluntary assignments of rights are limited by this section.

b) No delegation. Neither party may delegate any performance under this agreement except with written consent of the other party.

c) If a purported assignment or purported delegation is made in violation of this section, it is void.

12. Severability. If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal or unenforceable it will not affect any other provisions of this agreement, but the agreement will be construed as if those invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transaction contemplated by this agreement to be unreasonable.

13. Writing. Permitted delivery methods. Each party giving or making any notice, request, demand or other communications required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for the purposes of this agreement: personal delivery, certified mail (postage prepaid, return receipt requested) or email.

Initials of Consignor _____

Initials of Consignee _____

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14. Effectiveness. A notice is effective only if the party giving notice complies with the forgoing section and if the recipient receives the notice.

15. Waiver. No waiver of a breach, failure of any condition or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy whether or not similar and no waiver will constitute a continuing waiver, unless the writing so specifies

16. Electronic signatures. All electronic signatures must be treated in all respects as having the same force and effectiveness and effect as original signatures.

In witness whereof the parties have executed the agreement as of the date first above written.

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Witness -----

Consignor

Witness _____

Consignee

Description of consigned courses are as follows:

Name of course or product	Indicate whether free or stated price
_____	_____
_____	_____
_____	_____