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## CONSIGNMENT AGREEMENT *(Nonappropriated Funds)*

For use of this form, see AR 215-4; the proponent agency is ACSIM.

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AGREEMENT NUMBER \_\_\_\_\_

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN \_\_\_\_\_

a Nonappropriated Fund Instrumentality of the United States Army (Hereinafter called the NAFI) and

\_\_\_\_\_ *(hereinafter called the Vendor).*

1. TICKETS. The Vendor agrees to provide \_\_\_\_\_ on consignment of the NAFI.  
*(Tickets)*
  
2. PERIOD OF CONSIGNMENT. All tickets accepted will remain in the custody of the NAFI until \_\_\_\_\_ or as otherwise provided in this agreement.
  
3. CONSIGNMENT CONTROL SHEET. A DA FORM 5755-1-R *(Consignment Control Sheet)* will be used by the NAFI and Vendor to control tickets on consignment. *(See DA FORM 5755-1-R).*
  
4. The Vendor agrees to:
  - a. Furnish tickets in the quantity and at the prices stipulated in the agreement or on DA FORM 5755-1-R.
  - b. Upon request by the NAFI furnish additional tickets, if available.
  - c. Furnish, free of charge, reasonable amounts of promotional materials such as brochures, posters, flyers, etc., as available for the NAFI to use in advertising.
  - d. Not represent in any manner, expressly or by implication, that tickets furnished under this agreement is approved or endorsed by any element of the United States Government.
  
5. The NAFI agrees to:
  - a. Assume full responsibility for consigned tickets and pay the Vendor the price agreed to on the DA FORM 5755-1-R for all unreturned tickets.
  - b. Post advertisements of events by use of promotional material furnished free of charge by the Vendor.
  - c. Remit payment at the agreed price for tickets sold, no later than \_\_\_\_\_ days  
*(Enter number of days)* after the date stipulated in paragraph 2 above.
  - d. Return all unsold tickets in person or by certified mail at the time final payment is made to the Vendor.
  
6. CANCELLATION OF EVENT. The Vendor and NAFI agree to take the following actions within \_\_\_\_\_ calendar days after an event is canceled.  
*(Enter number of days)*
  - a. The Vendor will refund to the NAFI all monies for tickets previously paid for the NAFI.
  - b. The NAFI will return all unused tickets by certified mail or hand carry them to the Vendor.

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**CONSIGNMENT AGREEMENT - SHORT TERM *(Nonappropriated Funds)***

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7. AGREEMENT CONTENTS. This Consignment Agreement consists of the following:
- a. Consignment Agreement, pages \_\_\_\_\_ through \_\_\_\_\_ .
  - b. DA Form 4074-R, *(Contract Clauses) (Nonappropriated Fund Supply and Service Contracts)*, pages \_\_\_\_\_ through \_\_\_\_\_ .
8. We the undersigned, have read, understand, and agree to the proceeding articles.

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FOR THE NAFI

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FOR THE VENDOR

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*(Signature of Contracting Officer)*

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*(Signature of Vendor)*

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*(Type or Print Name)*

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*(Type or Print Name)*

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*(Address)*

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*(Address)*

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*(Phone No.)*

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*(Phone No.)*

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*(Date Signed)*

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*(Date Signed)*