

Bits Equestrian Outlet

Consignment Contract 2019

1. All Items must be functional, current, and in good condition. Bits Equestrian Outlet is not obliged to clean dirty items. Bits Equestrian Outlet reserves the right to price your items if you do not submit a price or deny to sell as un-sellable.
2. The store receives 50% of the selling price with the exception of saddles for which the store receives 25% of the selling price or \$50 whichever is greater. Consignor agrees that any saddle placed on consignment is subject to "saddle trials" in which buyers are allowed to take saddles and try them for a period not to exceed 5 days, but must make 100% deposit. Customers out of state may have saddles sent to them for trial with a 100% deposit and they have up to 7 week days to trial from the time they receive the saddle and get back to Bits Equestrian Outlet. Consignor agrees that Bits Equestrian Outlet is not liable for any damages sustained to saddle(s) while out on trial.
3. After 90 days, your item(s) may be discounted up to 15%, after 150 days 25%. **SADDLES do not get discounted.** Should a customer wish to make an offer on your saddle that is listed over \$100.00 Bits Equestrian Outlet will contact you prior to a sale for your authorization. If you are not satisfied with the offer you may counter offer or refuse to accept any offers at all. If we are unsuccessful in contacting you after several attempts, you give Bits Equestrian Outlet the right to make decisions on offers on your behalf based on fair market value and condition of the saddle.
4. **All items have a 6-month opportunity to sell. Saddles have a 1-year opportunity to sell.** Consignor may pick items up any time during this 6-month selling period. A valid Driver's License or Identification Card will be required to pick up items. **We will call or email you at the expiration of the opportunity to sell period.** Consignor can call Bits and relist the item at a lower price to refresh the opportunity to sell period. If you do not wish to relist your items or if the store does not want to continue to carry your items, **it is the responsibility of the consignor** to pick up any unsold merchandise by the end of the sale period. If you do not pick up your items or contact the store within 2 weeks of your expiration notice your items will be automatically donated to *REINS Handicap Program* at our discretion or will become property of Bits Equestrian Outlet. **No exceptions.** I understand the terms and initial...

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5. A check will be ready for you around the 15th of the following month after your item(s) have sold. There is a .75-cent processing charge deducted from your receivable balance. We will mail checks to the address listed on your contract. You may stop by or call to check the status of your items. The number to call is listed at the bottom of this contract. Checks are good and held for 1 year from the check processing date. After 1 year the checks are destroyed and no new checks will be issued. There will be a \$35.00 handling fee for reissuing checks lost, stolen, expired, etc.
6. It is the consignor's responsibility to notify us of any address and/or telephone changes. Undeliverable checks returned by the U.S.P.S. will be held at the store for 6 months. If we do not hear from you during this 6 month holding period your check will be destroyed. A new check may be reissued for a fee.
7. Bits Equestrian Outlet is **NOT RESPONSIBLE** for loss of your consigned goods due to theft, fire, earthquake, or other natural disasters; and is held harmless of any claims of injury or damage resulting from the sale or use of consigned items. Bits Equestrian Outlet will be held harmless of any claims or injury caused by the use of used riding equipment and helmets of any make or model.

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I have read the above Bits Equestrian Outlet Consignment Policies and agree to their terms.

Date: _____, 2019

Signature: _____

Name: _____

Please print clearly

Phone: _____ Email: _____

Address: _____

City/Zip: _____