



183 Old Courthouse Road Appomattox, VA 24522

(434)-352-7657

www.yesterdaysbazaar.com

yesterdaysbazaar@gmail.com

CONSIGNMENT AGREEMENT

THIS AGREEMENT made and entered into on this date _____, 20__ by and between Yesterday's Bazaar and its designated agent(s) and the seller or consignor of items of property (herein after referred to as the "seller"):

Seller name: _____

Phone: _____

Seller Address: _____

Email Address: _____

Consignment Start Date: _____

Consignment End Date: _____

TERMS

It is expressly acknowledged that Yesterday's Bazaar is engaged in the business of transacting sales of works of art, antiques, furniture rugs and decorative household items.

Seller represents that they are solely and individually entitled to enter into this agreement authorizing Yesterday's Bazaar the exclusive right to represent and transact the sale of the following item(s):

***** Items being consigned are detailed on the attached lists *****

Seller represents that at the time of entering this agreement with Yesterday's Bazaar that they are the true and lawful owner of the above consigned item(s) , have obtained said item(s) by lawful means, solely have the legal right to authorize its sale and the item is free and clear of any liens or encumbrances. Seller further agrees to hold harmless and indemnify Yesterday's Bazaar, its owners, managers, agents, and employees harmless and free from any liability and or responsibility by misrepresenting the above, including but not limited to all demands, claims, suits, judgments, or other liability asserted by or awarded any person or entity arising by reason of Seller's ownership, possession and sale.

Seller Signature: _____

Date: _____

CONSIGNMENT TERMS

Item(s) to be consigned at Yesterday's Bazaar must be brought to the store by the seller.

Items will be consigned for a total of 90 days starting when this agreement is signed.

It is in both of our interests to get the highest possible price for your item.

Yesterday's Bazaar will collect and retain as commission the sum equal to 40% of the sale price for all items less than \$500.00 as compensation for services. The balance of the sale price will be remitted to the seller via check.

Yesterday's Bazaar will collect and retain as commission the sum equal to 30% of the sale price of for all items equal to or greater than \$500.00 as compensation for services. The balance of the sale price will be remitted to the seller via check.

Note: Taxes incurred for the sale of items will also be retained for payment to the Commonwealth of Virginia

Checks are generally issued within 30 days of sale of item. Checks can be picked up at the store or can be mailed to the registered address in this contract.

Yesterday's Bazaar will set the selling price of the item(s) offered by the seller based on item value and market potential.

Item(s) on consignment will be listed to our store website and Facebook page. Item(s) will also be available for sale to walk in customers. Haggling of prices is very common and any offer above 80% of the listed price will be automatically accepted.

Pricing Scale

- Yesterday's Bazaar will list the seller's item(s) at 100% agreed to sale price for the 30 days from the signature on this agreement.
- Yesterday's Bazaar will reduce the sale price of the seller's item(s) to 80% of agreed for sale after 30 days from the signature of this agreement
- Yesterday's Bazaar will reduce the sale price of the seller's item(s) to 60% of agreed for sale price after 60 days from the signature of this agreement
- Yesterday's Bazaar will reduce the sale price of the seller's item(s) as it sees fit to expedite the item(s) sale after 90 days if the item has not be scheduled for seller's pickup.

Yesterday's Bazaar will collect any sales taxes due on the gross proceeds and pay to the Commonwealth of Virginia.

There will be a service fee up to \$20.00 for any items that are unsold after the 90-day contract. This includes listing and holding/storage fees incurred.

After 90 days, you will have fourteen (14) days to pick up your items. If we don't hear from you within the fourteen (14) days following the end of our agreement, all items will become the property of Yesterday's Bazaar for disposal and all proceeds will be paid to Yesterday's Bazaar.

Yesterday's Bazaar is not responsible for notifying you of the expiration time of this contract so please be aware of the dates this contract is current and active.

Arrangements must be made before the 14-day grace period ends after the contracts expire.

Seller acknowledges that Yesterday's Bazaar does not insure items under consignment; Seller agrees to hold harmless Yesterday's Bazaar of any damage or theft, breakage and or damage. Owner is instructed and encouraged to consult his or her insurance company and obtain insurance for the above item(s) on their own.

Yesterday's Bazaar agrees to display the above noted consigned item(s) in a prominent place for sale with the description and price of this item. Yesterday's Bazaar agrees not to remove the item from the business location as long as it is for sale under the Consignment Agreement and to act in good faith in seeking to sell this item(s).

By signing this agreement below the seller fully understands that:

A: Item(s) sold in the amount of \$499.99 or less the split is 70% to the seller and 30% to Yesterday's Bazaar

B: Item(s) sold in the amount equal to and above \$500.00 the split is 60% to the seller and 40% to Yesterday's Bazaar

C: Unsold items will have a service fee of \$20.00 each to cover listing and handling costs.

D:: After the 90 day contract expires, the seller has 14 days to remove or make arrangements for the removal of the item(s) listed above or they lose the rights to ownership of the item(s) and Yesterday's Bazaar is free to dispose of the item(s) noted above in any manner Yesterday's Bazaar determines to be appropriate and the seller and owner will hold Yesterday's Bazaar harmless.

Consigner (seller)

Signature: _____ Date _____

Yesterday's Bazaar

Signature: _____ Date _____

Attached list of Item(s) included in this Contract Agreement

Item Description

Initial Starting Price

1. _____

2. _____

3. _____

4. _____

NOTE: Photos attached