



Consignment Agreement

version 2.2

Date _____

Consignor Name _____

Consignor Address _____

Consignor Email _____

Consignor Phone _____

Preferred Method of Contact (please choose one & initial):

Phone Call _____ Text Message _____ Email _____

Unaccepted/unsold Items (please choose one & initial):

- I want to pick up unaccepted items AND agree to pick them up **within 7 days of being notified or they will be donated** by Closet Traders. _____
- Please donate unaccepted items (i.e. I never want to see these items again) _____

This Consignment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of date above by and between the following parties: Closet Traders, having its principal place of business at the following address: 31 S. Seymour, Unit F, Grayslake, IL 60030. Hereinafter, "Consignee" will refer to and be used to describe the following party: **Closet Traders**. "Consignor" will refer to and be used to describe the Consignor listed above.

RECITALS:

WHEREAS, Consignor wishes to sell a certain product or products which shall hereinafter be referred to generally as the "Product," on consignment

WHEREAS, Consignee wishes to sell the Product on behalf of Consignor, including accepting delivery of the Product and making proper payment to Consignor once the sale of the Product is complete;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - TITLE & CONSIGNMENT OF GOODS:

Consignor owns the Product. Under the terms and conditions of this Agreement, Consignor grants the right to sell the Product to Closet Traders.

Consignor grants this right exclusively for a period of **90 days** from the date on which it is put on display for purchase, referred to hereafter as "Display Date"

After a period of **90 days** any unsold Product will be returned to Consignor. Consignor will be notified and **will have 7 days to pick up** Product from Closet Traders. If Product has not been picked up by Consignor at the end of 7 days, consignor forfeits his/her title to Product.

Article 2 - AGREEMENT OF THE PARTIES:

Consignor agrees to deliver the Product to Consignee for sale on consignment. Delivery can be made in any manner agreed to by the Parties. Consignee agrees to accept delivery of the Product and to devote its best efforts to the sale of the Product for Consignor. Closet Traders hereby acknowledges and agrees that it does not have any right, title, or interest in and to the Product and that the Product is not intended as a security of any kind.

Article 3 - FEES & PAYMENT:

The required payment ("Payment") for the Product shall be determined by Closet Traders.

This Payment price may be subject to change, as determined by **Closet Traders**, on the following schedule:

Product will be tagged with the date on which it is put on display for purchase, referred to hereafter as "Display Date"
Products are eligible to be discounted by **25% after a period of 30 days** from the Display Date, and **50% after a period of 60 days** from the Display Date.

- Selling price may be affected by sales, discounts, or coupons.

The Consignor and **Closet Traders** will handle the payouts as follows:

- Upon the sale of the Product, **Consignor** will be eligible for a payout equal to **40%** of the sale price in the form of **check or cash**. **Closet Traders** will keep 60% of the sale price.

- Consignors spending their consignment credit as store credit will receive an additional 10% of their total credit to spend as store credit

Consignors can log in to Consignor Access at any time to track pricing, sales, account balances, & unsold items.

Article 4 - LOSS & DAMAGE:

Consignor shall be liable for any loss or damage occurring to the Product if it is damaged before sale, regardless of whether it is in the control of Consignee.

Article 5 - EMPLOYMENT TAXES:

The Parties hereby acknowledge and agree that Consignor has no responsibility or liability when it comes to Consignee's employment taxes and insurance, including payroll taxes, insurance premiums, wages, or other employment-related fees. Consignee is exclusively liable for such fees and payments.

Article 7 - TERMINATION:

This Agreement may be terminated by either party upon notice in writing of at least 7 days' notice, in the event that either Consignee defaults on any obligation or indicates to Consignor that Consignee will not perform or that Consignee feels the Product will not be sold. In case of termination of this Agreement, Consignee will return the Product to Consignor within the following time period: 7 days.

Article 6 - INDEMNITY:

Each Party hereby agrees to indemnify and hold harmless the other Party, their employees and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred that may arise or otherwise relate to this Agreement. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Consignor Name: _____

Consignor Signature: _____

Date: _____

Version 2.2 last updated: 10/16/2025