

DATE: \_\_\_\_\_

Consignor Number: \_\_\_\_\_

## KCCP Business LLC d/b/a FLIP Consignment Sports & Dance Consignment

Thank you for choosing FLIP Consignment to sell your gently used pre-owned sporting and dance equipment. We pride ourselves on establishing an open and honest business relationship with all our clients and will do all we can to provide you with the excellent service you desire and deserve. Please read over the following information outlining our policies and feel free to ask us any questions.

### PAYMENT TERMS:

- **FLIP agrees to pay 40% of the total sales amount for items sold.**
- FLIP will maintain an account for our consignors.
- It is the consignors' responsibility to contact FLIP concerning the status of their account.
- Payment will be available during the last 7 days of the month. Payouts are issued to consignors via a store check. Accounts must have a credit of \$15.00 or more for a check to be issued. Consignors are required to pick up their check in person and have proper ID available.
- You may also use any money earned on your consignments as store credit towards purchases at FLIP.

### CONSIGNMENT AGREEMENT:

- An annual account maintenance fee of \$5.00 will be charged for all accounts.
- Items needing cleaning/minor adjustments, etc. will be **charged an item maintenance fee at FLIP's discretion.**
- **FLIP reserves the right to donate items found to be defective or damaged in any way.**
- **The consignment period is 90 days.** During this 90-day period, FLIP reserves the right to set, and reduce, the price of any item in order to facilitate its sale.
- If the item is not claimed by the end of the 90-day consignment period, it becomes the property of FLIP.
- **FLIP reserves the right to not accept certain items for consignment.** Items that are not accepted shall be returned at drop off, or will become the property of FLIP and may be donated to charities selected by FLIP.
- Items are priced to sell quickly in order to keep inventory fresh and as new as possible. Prices are determined by the condition of an item and the brand. We also take into consideration demand for a particular item.
- FLIP will make reasonable efforts to protect your consignment. However, FLIP shall not be held responsible for items damaged, stolen, destroyed, etc.
- Each item offered by the consignor is in good working condition with good batteries (if applicable), reasonable wear and tear as expected, **and is NOT defective, broken or damaged in any way, and NOT subject to recall.** The consignor also confirms and agrees that they have reviewed the Consumer Product Safety Commission's (CPSC) website within one week of consigning, <http://www.cpsc.gov> to ensure that the items consigned are **NOT** recalled or in any way in violation of current CPSC guidance.
- The consignor indemnifies and holds harmless FLIP from any and all claims relating to any of the consignor's items sold at FLIP, including, but not limited to, claims for personal injury from such items. This indemnification shall extend to any and all expenses and losses incurred by FLIP resulting from the defense of such claims, including reasonable attorneys' fees.
- FLIP will not allow for the solicitation of customers in the store from consignor.
- FLIP reserves the right to make policy changes at any time.

**By signing below you are agreeing to all terms and conditions stated in this contract.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NAME (Printed)

\_\_\_\_\_  
PHONE NUMBER

ACCEPTANCE by KCCP Business LLC d/b/a FLIP Consignment:

By: Christopher Moon  
Christopher Moon, Member

By: Katherine Moon  
Katherine Moon, Member