Consignment Agreement

This Consignment Agreement ("Agreement") is entered into on this _____day of _____**,** 2026 by Fia's Finds LLLP ("Company") and _____ ("Supplier/Consignor").

Supplier agrees all consigned items are owned by them and may legally be sold. Fia's Finds reserves the right to accept or reject items at its discretion. Both parties agree to comply with all applicable laws related to consignment and resale.

All consigned merchandise remains property of the consignor until sold. Fia's Finds will exercise reasonable care but is not responsible for lost, stolen, damaged, or destroyed items. Consignors assume all risk of loss. Policies, procedures, markdown schedules, and payout structures are subject to change at the discretion of Fia's Finds.

Consignment payout percentages and terms are determined by the original listed price assigned by Fia's Finds when the item is entered into inventory: $0.00–$100.00: 40% consignor / 60% store, 90 days; $100.01–$300.00: 50% / 50%, 90 days; $300.01–$3,000.00: 50% / 50%, 120 days; $3,000.01–$10,000.00: 60% / 40%, 150 days; $10,000.01–$50,000.00: 70% / 30%, 180 days; $50,000.01–$250,000.00: 80% / 20%, 365 days; $250,000.01–$20,000,000.00: 85% / 15%, 365 days. Items over $20,000,000.00 require a negotiated split and custom agreement. The assigned tier and term do not change due to later discounts or markdowns. Consignor proceeds are calculated by applying the assigned consignor percentage to the final selling price, subject to applicable fees or adjustments under this Agreement. A buyer's fee is included in the item purchase price and is paid by the customer to offset expenses.

Items may be discounted according to store markdown schedules, sales, promotions, coupons, or store specials at the discretion of Fia's Finds. Each item expires at the end of the applicable consignment term stated above. Fia's Finds may remove merchandise from active inventory before expiration if it is deemed unsellable, damaged, unsuitable for the store, inconsistent with merchandise standards, or otherwise unlikely to sell, as determined by the owner or an authorized decision-maker. Merchandise removed for these reasons may be donated or otherwise disposed of at store discretion and will not be returned to the consignor. At expiration, unsold merchandise becomes property of Fia's Finds and may be donated, sold, or otherwise disposed of at store discretion.

Funds become available 7 days after sale. Payments may be issued in cash, check, and/or store credit at store discretion. Only individuals listed on the account may access consignor funds. A valid photo ID is required for payouts. Consignors have 2 years from sale date to claim funds. Mailed checks incur a $1.50 fee and are valid for 90 days. Payouts $1,000+ require one week processing time. Consignors choosing nonprofit donation accounts understand funds are paid directly to the nonprofit.

A one-time $5 account setup fee will be charged upon the consignor's first sale. Reasonable fees may be charged for cleaning, repair, assembly, maintenance, transport, or disposal of items if necessary.

Initial pricing is determined at the discretion of Fia's Finds, though consignor input is welcome. Fia's Finds may market and sell accepted merchandise in-store, online, through third-party platforms, at events, or by any other lawful means that the owner or an authorized decision-maker determines to be most beneficial. Such sales remain subject to the payout terms of this Agreement unless otherwise agreed in writing. Active inventory picked up prior to expiration will incur a 10% warehousing fee based on the item's original price.

Consignors are responsible for properly labeling totes, bags, and boxes with their consignor number. Items not accepted during intake must be picked up the same business day unless marked "donate all." Items must be clean, odor-free, free of sale stickers, and in current or upcoming seasonal styles.

Either party may terminate this agreement at any time. Early pickup fees still apply to active inventory removed by consignor. If company chooses to terminate the agreement, any product belonging to the supplier and held by the company, will be returned to the supplier at no cost to the supplier.

By signing below, *consignor acknowledges they have read and agree to the terms above.*

Fia's Finds Representative: _____ Date: _____

Supplier/Consignor: _____ Date: _____

Address: _____

Phone Number: _____ Email: _____

Consignor Account #: _____ (Staff Use)