

**CONSIGNMENT AGREEMENT**

I, the undersigned, hereby consign and give exclusive rights to sell item(s) listed to Willow Creek Consign & Design, located at 105 Indian Center Court, Kingsport, TN, for a period of 90 days. All future consignments will be under the same rules of this contract. Management will set all prices; items are priced by a fair market value. After the first 30 days, if the item(s) has not sold, we discount 10%, after 60 days 20% and after 75 days, 30%. Consignor will receive an email with instructions to login to My Resale Web, which is a website where you can view your items online and see if they have sold, as well as check your account balance. There will be a fee for accepted merchandise that must be cleaned by staff.

\_\_\_\_\_\_\_\_\_\_\_\_ Consignor receives 50% of purchase price of merchandise sold within the 90-day period. Unsold merchandise must be picked up within 5 days after the 90-days. Merchandise not picked up within 5 days after the 90-day period becomes property of Willow Creek Consign & Design. Consignor will not receive credit for merchandise sold after it becomes property of Willow Creek Consign & Design. I understand that it is my sole responsibility as the consignor to keep track of this contract expiration date to retrieve unsold merchandise.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_There is an early termination fee which is 50% of the original consignment price if I decide to pick up merchandise during the 90-day contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_We write checks on the 15th of the month, for the previous months sales, and mail them to you unless you call us in advance and would like it held.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_I, the consignor, hereby warrant that I have complete title to the merchandise listed and I will not hold Willow Creek Consign & Design responsible for any claim or title to it. I understand that Willow Creek Consign & Design assumes no responsibility for loss or damage to listed merchandise caused by theft, fire, accident, or any other cause. If an item gets damaged after it is consigned, we will credit your account with the amount that it would have sold for.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_I agree not to solicit, buy from, or sell to other customers inside or outside of Willow Creek Consign & Design property once the item(s) is consigned. ( Facebook Marketplace, Craigslist, etc)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Consignor shall indemnify, defend (at Consignor’s sole expense), and hold harmless Willow Creek Consign & Design, its owners, or employees, from and against all claims for bodily injury, death or damage to property, any actions or causes of action, suits, losses, judgements, obligations to any liabilities, cost and expenses that are in any way connected with the item(s) consigned.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Consignor’s Name (please print) Consignor Signature**

 **Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Addendum to Consignment Contract – Effective 8/4/2021**

* We are not always able to place your items on the showroom floor the same day we receive them. If this is the case, the 90-day timeframe for that item will not start until we place the item on the floor to be sold. You will receive a notification letting you know the end date(s) of the items you have consigned **7** days beforehand.
* \*\* Cleaning fees will be applied to items that require extensive cleaning or repair. We will contact you if we feel that this fee needs to be applied and what it will cost. If you do not agree or would like to take the item back after it is dropped off for consignment, you will be responsible for picking the item up within 5 days.
* At the end of the 90-day contract if your items have not sold, what would you like to do with your items? **Please check one option below**.

\_\_\_\_\_\_\_\_\_I will pick up my unsold items within 5 days after the 90-day period.

\_\_\_\_\_\_\_\_\_I want my unsold items to be delivered to me with a $100/hr delivery fee.

\_\_\_\_\_\_\_\_\_I would like for my unsold items to be donated.

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[Printed Name]

[Date]

[Initials]

[Signed Name]

Initial Intake Items / Notes :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_