



Reusable Retail, Vintage, and Furniture
325 E Main St., Springerville, AZ 85938
(928) 324-6400

CONSIGNMENT AGREEMENT

NAME

ADDRESS 1

(Mailing only)

ADDRESS 2

EMAIL (for store updates only):

PHONE

OK TO TEXT

Date merchandise taken in: _____ **90-days Pick up date:** _____

Date merchandise was picked up: _____ (Initial) _____

- Consignor Compensation:** Consignor will receive **60% of the selling price** of each item after any reductions or discounts.
- Merchandise Acceptance and Right of Refusal:** The Spot reserves the right to refuse any item that, in its sole discretion, is not suitable for sale or is not an appropriate fit for the store's standards or merchandise selection.
- Item Intake Limits:** Due to space limitations and the time required to process incoming merchandise, The Spot may accept no more than fifteen (15) **small or medium** items per consignor per month. **Larger items must be approved** by The Spot in advance. Items brought in without prior approval may be declined at our discretion. As items sell, the consignor may replace each sold item with another approved item.
- Drop-Off Requirements:** All drop-off items must be approved by The Spot prior to being brought into the store. Due to space limitations and inventory management requirements, unapproved or unexpected items may be declined at The Spot's discretion.
- Condition & Cleanliness Requirements:** All items **must be clean, odor-free, and in good, sellable condition** at the time of drop-off. Items with stains, damage, missing parts, excessive wear, or pet hair may be declined at The Spot's discretion. Items requiring cleaning or repair will not be accepted.
- Prohibited Items:** The Spot does not accept weapons of any kind, including firearms, ammunition, tasers, pepper spray, knives, or tactical weapons. Any item deemed unsafe or inappropriate may be declined or removed at The Spot's discretion.
- Merchandise Pickup & Forfeiture:** At the end of the consignment period, Consignor must pick up all remaining merchandise. Items left **more than 14-days** after termination of this Agreement,

without a written extension, become the property of **The Spot AZ** and may be donated to local thrift stores. _____ (Initial)

8. **Abandoned Items / Failure to Pick Up:** Consignor is **responsible for picking up all unsold items at the end of the 90-day consignment period**. If the Consignor fails to pick up items within 14-days of notification or **fails to respond to communication attempts within 7 days**, the items will be **considered abandoned** and become the property of The Spot AZ. Abandoned items may be donated, discarded, or sold at The Spot's discretion.
9. **Price Reductions & Discount Authorization:** The Spot may reduce listed prices by **up to 10%** without contacting the Consignor. For any discount of **greater than 10%**, The Spot will call or text the Consignor for approval. Consignor must initial one option:
Approved 10% reductions: _____ (Initial) or **Declined** 10% reductions: _____ (Initial)
10. **Minimum Display Period:** All consigned items must remain on the sales floor for a **minimum of 90-days** from the date they are accepted by The Spot unless prior written approval is granted by The Spot. **The consignment period will not be extended beyond 90-days**. Due to limited storage and display space, the Consignor is required to pick up any unsold item(s) immediately upon the expiration of the 90-day period. **Consignor agrees that items may not be removed before the 90-day consignment period unless written approval is granted by The Spot.**
11. **Early Removal Policy:** Consignor agrees that all items must **remain on the sales floor for the full 90-day consignment period**. Early removal of items, if approved by The Spot, may be subject to a processing fee to cover intake, tagging, and administrative time.
12. **Payment to Consignor:** Payments are issued on the **first Friday of each month**.
13. **Payment Options:** Initial here to confirm that the selections you have made below are accurate:
_____ (Initial)

a. Payments may be held at The Spot for pickup. Yes No
OR

b. Please send payments electronically via Venmo to the address below: Yes No

OR

c. Please mail payments to the address listed above. Yes No

If mailing address is different than the above address, please provide below:

14. **Contact Information & Communication:** Consignor is responsible for maintaining accurate and current contact information. **Notifications from The Spot may be sent via text message, email, or phone call**. Failure to respond to communication attempts within 7 days may result in donation or disposal of items at The Spot's discretion.
15. **Liability:** The Spot is **not responsible** for loss or damage to consigned items due to **fire, theft, vandalism, or natural disasters**.
16. **Authenticity & Accurate Representation:** Consignor agrees to take full responsibility for and hold The Spot harmless from any claims, disputes, damages, or losses arising from the ownership, condition, authenticity, or sale of consigned items, including disputes brought by family members, heirs, or third parties.
17. **Agency:** The Spot is acting solely as the **seller's agent**.
18. **Marketing, Photography & Videography Permission:** Consignor grants The Spot permission to photograph and record video of consigned items for marketing and promotional purposes. This includes, but is not limited to, in-store photos, product closeups, display footage, social media posts, reels, stories, and promotional videos. The Spot may use these photos and videos on any digital or print platform, including social media, websites, and advertising materials. The Spot may continue using such images and videos even after the consignment period has ended.

- 19. **Ownership & Authority to Sell:** The Consignor affirms that they are the lawful owners of all items submitted to The Spot and have full authority to sell them. The Consignor agrees that The Spot is not responsible for any disputes, claims, or objections made by family members, heirs, or third parties after an item has been sold. All sales are final, and once an item is sold, it cannot be retrieved or reversed.
- 20. **No Guarantee of Sale:** The Spot does not guarantee the sale of any item. Pricing, customer interest, and market conditions may affect the likelihood of sale.
- 21. **Governing Law & Venue:** This Agreement shall be governed by the laws of the State of Arizona. Any disputes arising under this Agreement shall be resolved in Apache County, Arizona.

Consignor Certification:

By signing below, Consignor acknowledges and agrees to all terms of this Agreement. Consignor certifies that they are the lawful owner of all items consigned, have the legal right to sell them, and that all items are free of claims, liens, or encumbrances.

Consignor signature: _____

Date: _____

Consignee signature: _____

Date: _____

