**Charlie Horse Farm Saddles and Such Consignment Agreement**

Consignor #\_\_\_\_\_\_\_\_\_\_\_\_

Charlie Horse Farm Saddles and Such (from here stated as CHFSS) Consignment Intake Form

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Consignor) and CHFSS LLC(Consignee / CHFSS) agree to the following terms.

**For consignments an appointment is required**

**Terms of Consignment**

\_\_\_\_\_ Ownership: The items you are wishing to consign with CHFSS are rightfully owned outright by Consignor. We cannot accept items otherwise.

\_\_\_\_\_Price Range: Consignment item prices will be determined at the sole discretion of CHFSS.

\_\_\_\_\_Cleaning Fees: Any items needing cleaning or oiling to be prepared for sale will be assess a fee per item. Fees start at $10 and increase depending on item and need.

\_\_\_\_\_Donation / Pick-Up: For items Valued at less than $10 or d or to pick up deemed unsellable, Consignor has the option to donate items through CHFSS or to pick up items within 14 days after notification. Please choose an option below for items no accepted for consignment.

* Please donate my items
* I will pick up any unaccepted items

Donation Recipient: Please indicate recipient for donated Items, if applicable:

* Local Pony club
* Goodwill

\_\_\_\_\_Proceeds of sale / Payout: Following the sale of Consignor’s items, payout is available as store credit (Consignor will receive 70% of net sale) or as a check (Consignor will receive 60% of net sale) mailed to the address of Consignor’s choice. Checks over $100 can be requested for payout by Consignor. Checks will reflect any cleaning or repair fees and a $3 fee for materials, processing and postage. Please check the preferred payment method below. Checks will be mailed out within one week of payment clearance from customer.

* Store Credit (70% of net sale)
* Check (60% of net sale)

\_\_\_\_\_Consignment Period: Items are consigned indefinitely to CHFSS once accepted for consignment and a fee of 10% will occur should the Consignor choose to remove an item from consignment within the first 6 months of consignment. Items may take up to a week to be tagged and placed on the floor. Not all items are uploaded to our website. Higher priced items take precedence on the website and are placed on the website at the discretion of CHFSS.

Consignor #\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_Right of Refusal: Items are accepted on consignment at the sole discretion of CHFSS at Consignors own risk. CHFSS has the right to refuse any items deemed unacceptable or unsellable.

\_\_\_\_\_Acceptance of Risk / Indemnity: Consignor is consigning his/her items to CHFSS at his/her own risk. CHFSS is not responsible for loss or damage due to fire, theft, accident, vandalism, and the like. By consigning items with CHFSS, Consignor agrees to indemnify and hold harmless CHFSS and all affiliates, associated parties, employees and owner and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever.

\_\_\_\_\_Trial: Consignor agrees to allow customer to try on clothing, boots or other apparel to determine fit for purchase. Amy damage from the trial of items with CHFSS, Consignor agrees to indemnify and hold harmless CHFSS and all affiliates, associated parties, employees and owner and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever.

\_\_\_\_\_Saddle Trial: Consignor agrees to allow customers trial saddles on their horse in the CHFSS arena for purpose of fit for horse and rider. Any damage from trial the Consignor agrees to indemnify and hold harmless CHFSS and all affiliates, associated parties, employees and owner and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever.

Consignor Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_ Zip Code:\_\_\_\_\_\_\_\_\_\_\_ Phone Number\_\_\_\_\_\_\_\_\_\_\_\_

Email Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement shall be subject to the following terms provided for in the Terms of Service Addendum as well as all terms stated above.

By signing below, you are acknowledging the receipt, review, understanding, and agreement to all the Terms of Consignment and Terms of Service Addendum.

 Consignor Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CHFSS Authorizing:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_t