

Consignment Agreement

This Consignment Agreement is made on _____ between _____, herein referred to as "Consignor," and **DTI Enterprises DBA Don't Toss It**, herein referred to as "Consignee."

Contract # _____ (please enter your contract # found on your portal page).

1. Recitals

Whereas the Consignor wishes to consign goods to the Consignee for sale, the Consignee agrees to accept such goods and sell them on behalf of the Consignor according to the terms and conditions outlined in this Agreement.

2. Description of Goods

The Consignee will only accept the following items: women's clothing and shoes, handbags, children's clothing and shoes, and baby clothing.

Counterfeit or "knock-off" items will not be accepted. If such items are found after the acceptance date, the item(s) will be removed from the premises and stored off-site. The consignor will be promptly notified to take possession of the item. The Consignor bears full legal responsibility if counterfeit items are sold in the consignee's possession.

3. Delivery and Acceptance

The Consignor shall deliver their items to the Consignee at 4970 Steiner Way Grovetown, Georgia, Monday through Friday from 11:00am to 6:00pm, Saturday 11:00am to 5:00pm and Sunday from 1:00pm to 4:00pm. The Consignee shall inspect and accept the goods within 3 days of delivery. Any discrepancies or defects will be reported in writing via email or text to the consignor.

Seasonal Consignment Drop-Off Dates:

- **Spring:** January 1 - March 15
- **Summer:** March 1 - July 15
- **Fall:** July 16 - September 15
- **Winter:** September 16 - January 15

4. Item Condition

Items must be clean and free of odors, stains, pet hair, or insects that would hinder their salability. The Consignee reserves the right to refuse items deemed unsellable due to low resale value, condition, authenticity, or any other reason. The Consignee will provide clothing hangers.

5. Payment Terms

Payment for the sold items will be remitted to the Consignor bimonthly.

Consignor Payment Schedule:

- **Payment Dates:** Payments are issued on the 5th and 20th of each month.
 - **20th of the Month:** Payments for items sold between the 1st and 15th.
 - **5th of the Month:** Payments for items sold between the 16th and 31st.

- **Payment Methods:** Consignors will receive payments via direct deposit. Please see Consignor Procedures Step 5 for instructions.
- **PLEASE BE AWARE THAT THE ACTUAL DEPOSIT INTO YOUR ACCOUNT CAN TAKE 5 TO 7 DAYS FROM THE DATE THAT WE PROCESS IT.**

6. Commission and Fees

The Consignee shall earn a commission of 50% of the sale price, not including sales taxes, of the goods sold. No additional booth or processing fees will be charged.

7. Sales Tax

The Consignee agrees to collect and remit Georgia sales taxes.

8. Ownership and Risk of Loss

The Consignor retains ownership of the goods until they are sold by the Consignee and paid for in full. The Consignor acknowledges that they consign items at their own risk, and the Consignee IS NOT LIABLE for any loss due to fire, breakage, theft, or any unforeseen cause.

9. Storage and Care

The Consignee agrees to store and care for the consigned goods in a manner consistent with industry standards and applicable regulations.

10. Sales and Reporting

The Consignee agrees to maintain accurate and up-to-date sales, inventory, and financial transaction records.

11. Pricing and Sale Duration

Both the Consignee and Consignor agree that the initial consignment term for the merchandise is 90 days from the date the contract was signed.

- **Initial Sale Period:** Items will be sold at the consignor's original price for the first 60 days.
- **Price Reduction:** From days 61 to 90, items will be automatically reduced by 50% of the original price.
- **Unsold Items:**
 - If any items remain unsold after 90 days, the consignor has 20 days to collect them from the store.
 - Items not picked up within the 20-day period following the 90-day sale term will become the sole property of Don't Toss It, and the consignor forfeits all rights to them. Any remaining unsold items will be donated to a local charity of our choice.

12. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this contract or its breach, termination, or invalidity, the parties agree that any such dispute shall be resolved by filing a lawsuit in the appropriate court of Columbia County. Both parties hereby submit to the exclusive jurisdiction of said courts and waive any objections to venue or personal jurisdiction. The laws of the State of Georgia/Columbia County shall govern this contract and any legal proceedings arising from it.

13. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. This Agreement may be amended only in writing and signed by both parties.

Neither party may assign this Agreement without the prior written consent of the other party.

Consignment Agreement Terms:

By signing below, you agree to the following terms:

1. **Commission:** A 50% commission will be applied to the sale price of each item.
2. **Price Reduction:** Any unsold items will be reduced by 50% after 60 days.
3. **Item Pickup:** Consignors must pick up any unsold items after 90 days.
4. **Donation of Unsold Items:** On the 110th day, any remaining unsold items will become the property of Don't Toss It and will be donated to a local charity of our choice.

I HAVE READ & UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE RULES AND POLICIES.

(PLEASE PRINT CLEARLY)

Signature: _____

Date: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

S. Byrd

Consignee's Signature

Stephen Byrd

Consignee's Name

Store phone # (706) 432-9237

email address customer_service@donttossit.net

Date