

the consignment bar

bags • shoes • clothing • accessories

AGREEMENT made as of this day _____ of _____, 20____
between The Consignment Bar, LLC (“Consignee”) and

Name:_____

Address:_____ Address 2:_____

City:_____ St:_____ Zip:_____

Phone:_____ Email:_____

WHEREAS, the Consignor (name listed above) intends to have certain items offered for sale by The Consignment Bar, LLC, and WHEREAS, Consignee intends to represent the Consignor under the terms of this agreement.

THE PARTIES AGREE:

- 1. Term** This agreement shall have a term of ninety (90) days and may be terminated by either party giving ten (10) days written notice to the other party. Consignee will return to Consignor any unsold merchandise. Consignor can also elect to have The Consignment Bar donate the unsold merchandise to a charity of the consignor’s choice. If you would like for us to donate unsold merchandise, please indicate charity here and initial _____. If we call you after 90 days to pick up any merchandise, you will be given 30 calendar days to pick up your items. After 30 days we reserve the right to either donate them to charity or sell them as a discounted rate of our choosing.
- 2.** The Consignment Bar reserves the right to discount items 10% without calling, 15% after 30 days without calling and 20% after 60 days without calling.
- 3. Process:** Upon receipt, The Consignment Bar will take all necessary steps to sell your item. Items will be displayed for sale in our retail store and will also be listed for sale on www.consignmentbar.com.

4. **Listing Prices & “Reserves”:** The Consignment Bar will determine prices based on comparable current and historical prices of bags in the same or similar style, condition, and brand.
5. **Authenticity:** Consignor attests to the authenticity of all items. Items deemed to be counterfeits will be returned to Consignor and Consignor will pay a \$75.00 return fee. If the item has been sold and Consignor has already been paid for the item, Consignor agrees to return (to The Consignment Bar) the full amount paid to them plus all taxes paid on the item.
6. If Consignor is unable to drop off consignments at The Consignment Bar’s office, the consigned items may be shipped to The Consignment Bar located at 7418 Biscayne Blvd. Miami, Fl 33138. Items must be properly packed to be shipped with tracking, insurance, and in a clean and sale-able condition.
7. **Payment(s):** Consignors are paid by check after their items are sold and payment has cleared. Consignment checks are issued once a month during the first week of the month. The Consignment Bar will provide the Consignor with detailed invoicing of all associated fees and records pertaining to Consignors account. Checks will be mailed via USPS regular mail.
8. **Loss or Damage:** Consignor will ensure that consignment items are insured from all risks of fire, theft, flood, accidental damage or breakage, any acts of nature resulting or any damage to the property until agreed upon items are delivered to The Consignment Bar at the contracted drop off or shipping address. Upon delivery, The Consignment Bar will be fully responsible for said items until confirmed delivery to respective buyers.
9. **Ownership:** Consignor attests that they have legal title to and are in legal possession of all items that they have contracted Consignee to sell.
10. **Meeting of the minds** Both parties have read and understand all statements included in this agreement. This agreement may not be revised or amended without the written consent of both the Consignor and Consignee.

11. Any items retrieved during the first 30 days of consignment are subject to a 10% administrative fee.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above

CONSIGNOR: _____ DATE: _____

CONSIGNEE: _____ DATE: _____

List if items: Requested Minimum \$ per item
(Minimum \$ amounts are not guaranteed final sales prices)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____