## **Please neatly print information**

Consignor Number: \_\_\_\_\_

Consignment Connection, LLC 2679 Ramada Rd. Burlington, NC 27215 (336)221-8888
CONSIGNOR NAME:
PHONE NUMBER:
EMAIL ADDRESS:
ADDRESS:
DRIVER'S LICENSE NUMBER:

**1.** Consignor will receive 45% of the final sales price (less Shopper's item fee) of any item less than \$75 and 60% of the final sales price (less Shopper's item fee) of any item that sells for \$75 or more. Shoppers pay a 99 cent item fee per item they purchase that is not split with the consignor.

2. Consignor agrees that prices will be reduced as follows based upon the discretion of management:

At any point after 30 days – 20% Discount At any point after 60 days – 40% Discount

Management reserves the right to discount at a different schedule than above and to have storewide sales on merchandise in addition to the discounts above.

**3.** Consignment Connection reserves the right to accept only the items that we feel are able to be sold. Items that are missing parts or broken will not be accepted. All items must be clean, in good condition, currently in style and demand. We may not accept items housed in a smoking or pet environment. If the item consigned requires cleaning, batteries or bulbs a reasonable fee will be put on the account and deducted from the consignor's payment. We reserve the right to refuse items due to condition, current inventory levels or past experience. We take pride in offering only the finest second hand items to our customers and therefore we must be particular about the items we accept. Please do not be upset if we have to turn down some of your items.

**4**. It is up to the consignor to notify Consignment Connection if they wish to pick up items (see note below) at the end of the contract. You must notify us within the final 7 days of the contract. A confirmation number will be issued to show you requested pick up and you will be given a date for pick up. Please keep that number for future correspondence.

[NOTE: Items not sold by the end of the consignment period can be picked up for a \$1 per item handling fee and the consignor is responsible for notifying Consignment Connection within 7 days prior to contract end date. If we are not contacted by the end of the contract period and items are not picked up within 7 days of contact, items will become property of Consignment Connection, LLC.]

Please note that Consignor agrees that all unaccepted items from original drop off will be picked up within 7 days after notified by Consignment Connection or the items will become the property of Consignment Connection, LLC.

**5.** Consignor agrees to allow Consignment Connection to market items for period listed above in the Contract start and end date. Items picked up before the contract end date will be subject to a handling charge of \$15.

[NOTE: We are required to keep a record of each piece of property you consign with us. The record must contain all of the following information: (1) A description of the property; (2) The name, residence address, telephone number, and drivers license number or other identifying number of the owner [i.e., you]; (3) The date the property was consigned; and (4) The owner's stated value of the property. The following provision includes, but is not necessarily limited to, #4 of the previously listed requirement (i.e., the owner's stated value).]

6. Consignor agrees that the listed sales price of the item(s) is the stated value of the item(s) to be sold.

7. We will pay consignors for any sold items any time during normal business hours upon request. Please notify us a day in advance for amounts in excess of \$50. Payments will only be made with valid driver's license or like identification. We do not mail checks unless there are special circumstances. If we have to mail checks there will be a \$2 handling/postage fee that will be deducted from the check/account.

**8.** Consignment Connection will take exceptional care of the items consigned, however, merchandise is the consignor's until sold. Consignor accepts all risk of damage or loss for any consigned item and includes, but is not limited to, theft, handling, breakage, fire, water, etc.

To the full extent permitted under applicable law—including (but not limited to) N.C.G.S. §25-2-316 and/or N.C.G.S. §25-2A-214—THERE ARE NO WARRANTIES (EXPRESS OR IMPLIED) WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF (UNLESS REQUIRED BY STATE OR FEDERAL LAW), including any <u>IMPLIED</u> <u>WARRANTY OF MERCHANTABILITY</u> or <u>IMPLIED WARRANTY OF FITNESS</u> <u>FOR A PARTICULAR PURPOSE</u> or <u>IMPLIED WARRANTIES AGAINST</u> <u>INTERFERENCE OR AGAINST INFRINGEMENT</u>.

**9.** In the event that any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or related to this Consignment agreement, any modification(s) and/or amendment(s) to this Consignment agreement, or other subsequent dealings between the parties should be litigated, I acknowledge and select the state and/or federal courts of either Guilford County and/or Alamance County, North Carolina, as the sole and exclusive venue(s) for any such litigation.

**10.** As the consignor, I acknowledge that all items presented are mine to sell and are free of all liens and encumbrances. This Consignment agreement is executed under SEAL and may not be modified or amended unless by consent, in writing and signed by both the Consignor and an authorized representative of the LLC.

**11.** I agree to the above terms and conditions. This Consignment agreement constitutes the total agreement between both parties and will be governed and construed by the laws of the State of North Carolina.

Signature:

[SEAL]

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

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