



Consignment Agreement

We are delighted that you have chosen to consign with us. Here's how it works:

When items are received, they will be accessed for acceptance. All designer items will be authenticated for acceptance. Sometimes there will be items we cannot sell. Please understand that our customer's preferences must be our selection guidelines. We base prices on supply and demand. We will get the best possible prices for you.

Consignment Splits are based on the following selling prices:

\$0 - \$49. 40% to Consignor, 60% to the Store
\$50 - \$499. 50% to Consignor, 50% to the Store
\$500 - \$999. 60% to the Consignor, 40% to the Store
\$1000 - Up 70% to the Consignor, 30% to the Store

Check your account by calling or email a request a check to collect money. A check fee of \$1.99 applies. Also, a handling fee will be attached to the price tag each item. The fee is passed over to the buyer and won't be reflected on your inventory lists. Inventory lists can be mailed or emailed by request.

EK prices all of the items to ensure the best possible price for the merchandise. EK has the sole right to establish the merchandise pricing. While determining price EK will take into consideration original valuation, current market price, condition, demand and age of a piece. If EK deems necessary, select consigned items may have a small handling, storage, or cleaning fee. EK reserves the right to discount items for purpose of sales and special events.

The Selling Price may be reduced by 50% after 45 days. We may also reduce prices due to unnoticeable stains, special promotions and end-of-season sales. **Advanced notice will not be given.**

Payments to Consignors: Once item has been sold, the consignor can opt for store credit + 20%. Payment for each month's sales will be processed to Consignor on the 10th of the month following the sale date of merchandise. Consignors are responsible for picking up their checks any time on or after the 10th of the month. A special request can be made of EK to mail Consignor's check greater than \$100. Balances under \$25.00 will carry forward to the next month's sales and once balance reaches \$25.00 a check for the balance will then print during the next month's pay cycle. Consignor retains right to cash out balances under \$25.00 or use in store credit at any time. \$3.00 Check fee will be accessed for any check under \$25.00.

Consignment Term/Fees: The term of this contract is **120 days**, with an option provided at the discretion of EK to extend the consignment on select items for 30 additional days at terms mutually agreed upon by EK and the consignor. The consignment contract begins on the day the merchandise is entered into our inventory system.

Off-season items that we select will automatically be stored for the following season, Items sold online will be subject to e-commerce fees before the consignment split is applied. Due to previously unnoticed stains, rips, and odors, items may be designated for donation. The consigner will be notified and have the option for the clothing to be returned. Any returns will be shipped to the consigner at the cost of the consigner.

All consignment earnings will remain on your account until retrieved. We will never donate your items without notification.

We pledge to do our best to safeguard your items, but we are not responsible for damage, loss, or theft.

Name: _____ Date: _____

Address: _____ Phone: _____

City: _____ State/Zip: _____

Email Address: _____

Consignor Signature: _____ Date: _____