

Sustainable Exchange LLC
DBA Sustainable Exchange

Consignor's Contract

In consideration for the opportunity to participate in and profit from Sustainable Exchange LLC consignment sales, please read and acknowledge your acceptance of the following Terms of Agreement:

Sustainable Exchange LLC ("Sustainable Exchange") hereby enters into a consignment agreement with (please print name here):

_____ ("Consignor")

It is the Consignor's responsibility to read this contract and be familiar with our standards.

TERMS AND CONDITIONS

It is the CONSIGNOR'S RESPONSIBILITY, as seller of the items, to make sure none of their items have been recalled. Consignor confirms and agrees that the items consigned are in full compliance with the CPSIA (Consumer Product Safety Improvement Act of 2008) and Consignor has reviewed the CPSC website www.cpsc.gov and www.recalls.gov within one week prior to the sale to specifically confirm that the items consigned are not recalled due to lead content or malfunction, and to ensure that the items consigned are NOT recalled or in any way in violation of current CPSC guidance.

Sustainable Exchange will monitor the recall sites, and per State standards, any items that become recalled after intake processing will be removed from the sale floor and the consignor will be called for pickup within one week.

Consignor may submit 30 items or fewer per appointment, and consignor understands that all clothing MUST be folded or laid flat and brought in a storage bin or box clearly marked with Consignor's name.

Items brought in any type of bag will NOT be accepted. This is for the security of consignor's items. Your bin(s) will be returned to you!

Consignor agrees to submit only approved items for sale, in gently-worn, like-new, or new condition, and freshly laundered within one (1) week of drop off (also pressed, if necessary). We reserve the right to refuse any item that we feel may not sell. It is often easy to miss a spot or tear when you are getting your items ready to send. We want to be known for having the best quality merchandise and we want you, as a purchaser, to have confidence that you are buying the best in gently used and new items at Sustainable Exchange.

Any items with odors, stains, tears, fading, pet hair, missing or broken closures, missing pieces, is outdated, or in any way damaged, will not be accepted.

We will be screening items very closely to maintain quality. Take the time to make sure your items look and smell nice. The nicer the presentation, the quicker they will sell.

As a consignor, further understand that the items accepted for resale become subject to a consignment contract with Sustainable Exchange; this period begins the day the items are recorded to inventory, prepared for display, priced, tagged, and put on the floor for sale.

Please allow up to 14 days from the drop-off date for your items to be available for sale. Accepted items will be displayed during the appropriate season. Seasonal displays may overlap and are subject to change due to weather or consumer demand. The term is often longer for non-seasonal items. Pricing is at our discretion and may be reduced throughout the term. Items that have not sold after 90 days of intake processing become eligible to be removed from the sales floor.

By signing below, you are agreeing that you also have read and understand all of the following:

- Sustainable Exchange will make every concerted effort to sell your items for you but Sustainable Exchange makes no guarantee that any of your items will sell during the contract period.
- You, the consignor, assign complete title to the merchandise listed during the agreement consignment period and leave items with the understanding that Sustainable Exchange is not liable for any theft or damage to consignor items beyond their control: fire, flood, tornado, theft, loss, damages, accident, or any other cause. Consignor assumes the risk of these events occurring by participating in the sale, however, steps will be taken to keep items safe, secure, and in good condition.
- If Consignor contact information changes for any reason, it is the responsibility of the Consignor to make Sustainable Exchange aware of changes immediately. If for any reason the Consignor does not notify Sustainable Exchange regarding a change in contact information, Sustainable Exchange will not be held responsible for payment to that Consignor after 60 days of attempting contact.
- It is the responsibility of the Consignor to regularly communicate with Sustainable Exchange regarding account status and pay-out requests.
- Note: Consignor Proceed Payments, less commissions and fees, must be requested by the 10th of the month to be disbursed on the 16th of the month, for sales through the prior month's end.
- The Consignor Proceed Balance must meet a minimum amount of \$20 in order to process payment. In the event the Consignor Proceeds are less than \$20, Consignor Proceeds balance will carry over to the following month, until Consignor Proceeds meet or exceed \$20 and Consignor requests payout according to schedule.
- Consignor may elect to be paid by initialing anyone of the following:

- (_____) Please issue store credit (no fee, consignor receives 50% of sale)

By selecting this option, I understand and agree: Store credit unused within 12 months of issue is subject to forfeiture.

- (_____) Please email check (\$0.50 fee, consignor receives 40% of sale) As of 11/20/18 our consignor payments process is conducted via Deluxe Check (see my.echeck.com).

By selecting this option, I understand and agree: (a) any echecks that remain uncashed by the end of the month issued will result in the balance and ongoing consignor

account automatically converting to Store Credit or PayPal for the remaining duration of our contract agreement and (b) a \$5 bookkeeping reprocessing fee will be assessed against said account and (c) Store credit unused within 12 months of issue is subject to forfeiture.

- (_____) Please issue via PayPal (\$1 fee, consignor receives 40% of sale) to

• **PayPal account:** _____

- Though we manage inventory records for our purposes, we cannot process inventory reports for each consignor. Therefore, we suggest that the Consignor keep their own inventory list of their items for their records.
- Sustainable Exchange does not accept car seats or automobile booster seats, helmets, Disney products, or used undergarments.

I agree that it is my responsibility to have read, and that I understand and accept the terms of the above agreement and agree to abide by the above Sustainable Exchange Agreement and Consignment Standards.

I further agree that all communications from Sustainable Exchange will be done by email unless otherwise specified.

It is my responsibility as a Consignor to periodically communicate with Sustainable Exchange regarding my account.

Consignor Signature: _____ Date _____

Print Name _____ Phone: _____

Address _____ Mobile: _____

City: _____ St: _____ Zip: _____

Email: _____

At that time, I instruct Sustainable Exchange to:

A) Donate or otherwise dispose of unsold items after 90 days: _____

B) Contact me to pickup unsold items after 90 days: _____

Sustainable Exchange Use Only

Accepted by: _____ Date _____ Assigned Consignor ID: _____