

OFF THE BEATEN PATH SADDLERY

Consignment Agreement

2715 Main Street, Salmon, Idaho 83467

offthebeatenpathtack@gmail.com/208-993-0631/offthebeatenpathtack.com

- 1) **Acceptable Items:** OTBPS reserves the right to refuse/reject any item or pull any item from the sales floor or online sales for any reason. Helmets, dry rotted leather/strap goods, dangerous tack and used brushes are not accepted for consignment. We do accept saddles, bridles, bits, harnesses, packing equipment, horse blankets, pads, leg wraps, barn supplies, riding apparel, boots, chaps, safety vests, artwork, books, and any other equine related items.
 - 2) **Consignment Fees:** OTBPS will collect a 35% commission on all items listed for sale, except saddles which are a 25% commission, whether sold in store or online. It is at the discretion of OTBPS to decide what is eligible for the online store. Consignors will receive a full copy of the signed Consignor Agreement, including tack list page(s). **Any items accepted that require cleaning will be assessed a \$15/hour cleaning fee.** (Note: Item(s) requiring cleaning may result in delay for it being placed in store or online sales.)
 - 3) **Liability:** a) Consignor agrees to hold harmless and make no claim against the owners, officers, directors, partners, shareholders, employees, successors and assigns of OTBPS, and any volunteer. Consignor also agrees that OTBPS is not responsible for any lost, stolen, damaged, or missing item(s) while in the possession of OTBPS. Items left are entirely at the consignors' risk. OTBPS shall use all conventional safeguards in the storing, handling, and displaying of consigned goods but has no legal responsibility for items left on consignment.
b) **Prospective purchasers may take items out for trial and may test-ride saddles.**
 - 4) **Drop off and Pick Up:** Consignments may be accepted by chance or by appointments. Unsold item(s) may be picked up prior to the Contract expiration date. Please give a 5-day advanced notice if you are wanting to pull consigned items from the store so we have time to get them together and remove from online sales site and/or POS system.
 - 5) **Consignor Agreement Terms:** Consignment Agreement is open-ended, so the agreement has no expiration. Consignors sending potential consignment item(s) by mail, or other means, have the option if some or all of the items are deemed unacceptable, may have items returned to consignor. Prepayment of return charges are due before item(s) ship and have 5 days prior from notice to take care of payment. Those that don't prepay forfeit all rights, title and interest of item(s) and OTBPS will take ownership and dispose of item(s) at OTBPS discretion. After 6 months unsold item(s), at discretion of OTBPS, will be discounted 10-30%. Any items not sold within 12 months from the date of consignment, consignor agrees to reducing the price of item(s), at the discretion of OTBPS, by 40-60%.
 - 6) **Loyalty Clause:** When you commit to having OTBPS consign your item(s) for sale, please send your perspective buyers in to purchase them. Do not pull them and sell them outside the store. We put time and effort into pricing, tagging, displaying and selling them for you.
 - 7) **Consignor Payments:** Off The Beaten Path Saddlery has a 30 day return policy. Therefore, Consignor payments will go out on the tenth day of the following month, following the end of the 30 day return policy. Consignors understand that they have 10 days to call with any discrepancies once payment is received. Checks will be issued for the total amount due, if the amount is greater than \$10. Lesser amounts will be held as a credit until the \$10 amount has been reached.
 - 8) **Pricing Options:** ☐ **Call before tagging**
 - a. Prices are set by the consignor: _____ (initials)
 - b. Prices are set by OTBPS: _____ (initials)
- All saddles being consigned should have a minimum sale price listed. OTBPS shall negotiate the purchase price for consigned saddle(s), on behalf of the consignor, down to the specified amounts.**
- 9) **Donations:** OTBPS does except items for donation, and said item(s) will be sold to our benefit or donated to charity. Please mark a "D" by the item(s) that you will be donating to the store on your tack sale list.

READ THESE TERMS AND CONDITIONS BEFORE SIGNING ON REVERSE SIDE

Consignor's Name: _____

Address: _____

Phone #: _____ Email: _____

	# of items	Item Description	Size	Color	Org. Price	Asking Price
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

By signing this agreement, you are acknowledging that you have read this agreement in its entirety and you abide by these terms and conditions.

Consignor Signature: _____ Date: _____

Accepted By/Seller: _____ Date: _____