| Please enter address where checks will be mailed to | *Referred by: | *Receiv | ved Date: | Consignor # | |
|---|---------------|---------|-----------|-------------|-------|
| *Name: | *Phone: (|) | *Email: | | |
| *Address: | *Apt # | *City: | | *State: | *Zip: |

| PLEASE FILL IN THESE AREAS | | | | | | | |
|----------------------------|----------------------|-------------|--------------|-----------|------------------------|--|--------|
| ltem # | *Description of Item | *Brand Name | *Orig. Price | Din H" | Dimensions H" W" D" | | *Notes |
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(Initial) ______ I understand and agree that my consignment term is 90 days and items will reduce by 10% every 20 days. I understand that Acosta's runs sales and my items may be reduced up to an additional 20% at any time. I understand that I will not be contacted at the end of my consignment term and if I do not contact Acosta's Consignment at the end of the term to claim any unsold items within (2) two days, my items will expire and will become the property of Acosta's Home Consignment to donate, sell or dispose of.

(Initial) _____ I understand and agree that pricing is done by Acosta's Consignment based on age, brand, condition & fair market value.

I have read this Agreement and agree to the terms and conditions listed on the reverse page: ______

| | | | | *Consignor Signature | *Date |
|------|------|--------------------|--------------------|---|-------|
| Page | _ of | Photo'd in Traxia: | Entered in Traxia: | Accepted & Consignor ID tagged by (Employee): | |



CONSIGNMENT AGREEMENT

- All large furniture pieces must be pre-approved by an Acosta's associate before they arrive. Accent pieces & décor pieces do not require pre-approval, <u>but appointments are required</u>. Items MUST be clean, of good quality, odor free, and in excellent condition. Items that arrive with damages that were not disclosed during the approval process, sun fading, stains, wear or odors (smoke, pet, mildew, etc.) will not be accepted and may be refused at any time. If an item requires excessive cleaning, needs repair or has missing parts or hardware, an additional fee will be charged to cover such expenses. Home décor must have a minimum resale value of \$25. Acosta's is not responsible for delivery charges if an item is refused due to condition issues. Due to the volume of incoming consignment items and storage limitations, consignors will be notified via email if you have items that we are unable to consign due to condition or style issues. Consignors have 24 hours to claim any items that we cannot consign. After 24 hours, damaged & any un-consignable items will be automatically donated or disposed of without further notice.
- Acosta's Home Consignment commission is 50% on each item sold for less than \$750 or 40% for each item sold for more than \$750.
- Pricing is based on the item(s), age, brand name, condition and current market demand. Consideration is given to the original retail price if known, however the final item pricing is based on current resale/market demand of the item. Prices are determined by the Acosta's management &/or processing department.
- Items will be reduced by 10% after 20 days, 10% after 40 days, 10% after 60 days and 10% at 80 days.
- Items may be reduced up to an additional 20% at any time as per store promotions or coupons.
- SEASONAL DÉCOR ITEMS must have a minimum resale value of \$20 and will be reduced by 25% two weeks before a holiday and by 50% after the holiday. <u>Seasonal consignment term ends 7 days after the holiday.</u>
- Acosta's has a <u>90 day consignment term</u>. Due to the number of consignors Acosta's partner with, we do not contact consignors that have unsold items. Consignors may track items via consignor access or by contacting the store directly. Acosta's Home Consignment will NOT contact consignors at the end of term. Consignors have two (2) days from the final date of term to contact Acosta's if any unsold items wish to be reclaimed. Items to be picked up by consignor will remain available for sale while in our showroom until removed. <u>Unsold items that are not picked up within 2 days of the final date of term become property of the store and may be sold, donated or disposed of by any means we determine appropriate at our convenience and without liability.</u> Due to space limitations, we cannot store items after they have expired. Items not retrieved within 2 days of the final date of term will be subject to a storage fee of \$10 per day, per item, which will be deducted from the consignor account or due upon pickup of the item(s).
- Consignor checks will be mailed for the prior month's sales on or by the 22nd of each month. Store credit, if chosen, is available 24 hours after the sale of the item. For balances less than \$50, the balance will be carried forward until the total reaches or exceeds \$50, a check for this balance will be issued during the next payout cycle. Final balances of less than \$50 will be issued in store upon request. <u>A \$25 stop payment fee will be charged for all lost checks</u>. A \$4 check handling fee will be deducted per each check issued. Simplepay (direct deposit) is available for all consignors. If Simplepay is chosen in lieu of a check, the handling fee is \$3 per deposit.
- A buyer's premium (approx. 10% of the item's base price) will be charged to the buyer of consignor item(s) and added on to the item selling price. Consignors are not charged for this fee and it does not affect the consignor portion of the base sale price. This fee is added to the price of the item(s) to cover ecommerce and social media marketing.
- Consignors may pick up unsold items after 60 days without charge. <u>A 30% early removal fee will be charged on all items that are retrieved before 60 days</u>. Acosta's Home Consignment has the exclusive right to sell the items that have been accepted.
- We do our best to protect your items, however, we are not responsible or liable for damages or loss of consigned items due to accidents, theft, fire or natural disasters.
 All items consigned remain the legal property of the consignor until sold or expired and shall remain under the consignor's homeowner's or renter's insurance policy.
- By signing this agreement, I understand and agree to all conditions made here in. I declare I am the legal owner of the listed items on the reverse page and that they are free from any liens.



• I just dropped off my accent pieces or décor items what happens now?

We wish that we could consign every piece, unfortunately due to space we are not always able to consign all pieces due to condition, season or style. We will review your pieces within 7 days after receiving them and if there are any items we are unable to consign, we will email you letting you know. We can then hold the items for up to 48 hours for you to pickup if you would like to retrieve them, otherwise they will be automatically donated. Plastic bins & plastic containers will not be returned. Blank donation receipts are available upon request.

• What is your commission?

40% commission on items over \$750 & 50% on items less than \$750.

• Do you deliver (or pickup)?

Yes! We have several pickup & delivery options available ranging from \$75-\$150 per hour depending on what services are needed, size of items & distance.

• How long do you keep it?

90 days. Our items automatically mark down by 10% every 20 days to keep our inventory moving quickly.

• What happens after the 90 days if the item(s) don't sell?

Most of the items we consign sell within the 90 days, however, if an item does not sell and you do not want it back - it will convert over to the store and we will either donate the piece outright or clearance it, and donate a portion of the proceeds to one of several charitable organizations that Acosta's donates to. Most consignors do not want unsold items back and they will automatically go into donate status. If you would like any unsold items back, please pick up the item within 2 days of the consignment end date. Due to the high number of consignors we partner with and limited space, we cannot contact consignors or store unsold items. Please mark your calendar or check your consignor access account.

• My items are at the store, what happens now?

We will turn on your consignor access within a week. Please check your email (and spam) and let us know if you have not received it. Depending on showroom space and current volume of incoming, it may take 1 to 3 weeks for items to be processed and placed on the floor. The 90-day consignment term does not begin until the items are processed and go on the showroom floor. Consignor access will show your consignment term dates and item pricing.

• How are you pricing my items?

Pricing is largely dependent on the style, brand, condition and market demand for the item. The more information you can supply us with, the better - so if you have original pricing, please share this with us on the consignor agreement. We have been pricing and selling previously owned pieces for over 25 years so rest assured, we have a great deal of experience and will price items fairly for both our consignors and customers. We don't contact our consignors with pricing, so if you have specific pricing concerns, please reach out before you consign.

• When am I paid?

Balances over \$50 are direct deposited (Simplepay) or mailed around the 22nd of the month for the previous months sold items. You may also choose to use your balance in-store as well and will receive a 5% bonus credit if you do. Final balances under \$50 are paid out in-store upon request.

Our consignors are our partners & we thank you for choosing Acosta's!