

**CONSIGNMENT AGREEMENT REV. 12/11/2023**

Miss Daisy's Consignment & Auction House a Moving Miss Daisy LLC Company

3845 State Street, Santa Barbara CA 93105 (805) 770-7715 info@movingmissdaisy.com

Date Received	_____
Received By	_____
Input By	_____
Access Enabled	_____
SimplePay Enabled	_____
Access Invite Sent	_____

**Consignor** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone** \_\_\_\_\_

**IMPORTANT:** Due to the large number of consignor's that we have **we will not be contacting you when your item(s) expire.** You **MUST** contact the store if you wish to retrieve unsold items. We have a 50-day consignment term with a (10) day grace period in which to contact us to reclaim unsold items. We understand the effort and expense it takes to get your items to us so it may be possible to extend your contract an additional 30 days on certain items for a total of 90 days. If approved, these extended items will be listed at a 50% reduction of the last price or even less as part of a red tag or liquidation sale. Extensions must first be approved by email.

Items to be picked up by consignors will remain available for sale while in our showroom until they are removed. Unsold items that are not picked up before the grace period ends will be deemed **SURRENDERED** and will be listed as **CONVERTED** and 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. Your expiration and in-grace dates begin when your item(s) are entered into our system, this may be several days after your delivery date. Please check your online account portal for updates, expiration and in-grace dates. Please call us with any pricing questions, date adjustments or other concerns. **You are responsible for keeping track of your dates.**

**I HAVE READ THE ABOVE AND AGREE TO THESE TERMS:** \_\_\_\_\_ **DATE** \_\_\_\_\_

<b>QTY</b>	<b>DESCRIPTION (MAKER, COLOR, AGE, COMPOSITION ETC.)</b>	<b>SIZE</b>

**Your Consignor I.D. (Required)** \_\_\_\_\_ **You will be sent a temporary password to use to sign on to your portal.**

Your personal online portal helps you keep track of everything. You will use this to check your inventory, sales, status, in-grace and expiration dates. Also, to connect SimplePay to your bank account for easy payouts.

**Your Online Portal:** <https://cbmmd.consignoraccess.com>

	<b>ITEMS MUST BE OF GOOD QUALITY, CLEAN, ODOR FREE AND IN EXCELLENT CONDITION.</b> Even with pre-approval, items that arrive with damage, sun fading, stains, wear, odors (smoke, pet, mildew, insect etc.) may not be accepted and may be rejected at any time. If an item requires excessive cleaning, needs repair or has missing parts or hardware, an additional fee may be charged to cover such expenses, <i>if</i> the item is accepted. We may discover quality issues during valuations and return items that do not meet our standards.
	<b>WE ARE NOT RESPONSIBLE FOR PICK-UP OR DELIVERY CHARGES.</b> You are to either contract a third-party mover for the delivery of your items or bring them in yourself. We are not movers. Your movers must place your items in our store as directed by our staff.
	<b>WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS DUE TO PICK UP, DELIVERY AND/OR MOVING YOUR ITEMS IN ANY WAY.</b> If we reject an item that has been delivered due to a condition issue, Miss Daisy's Consignment & Auction House is not responsible for delivery costs. If you do not pick up the unaccepted items within 48 hours, they will be donated or disposed of at your expense.
	<b>TIERED COMMISSION STRUCTURE:</b> You will receive 40% on each item sold for less than \$300.00, 50% for each item sold between \$300.01-\$2500, 60% for each item sold between \$2500.01-\$5000; 70% for each item sold for \$5000.01 to \$10,000 and 80% for items \$10,000 and above. If an item is sold online through one of our sales channels; Ebay, Etsy, Chairish etc., you will receive a flat 40% of that sale. Our online auction through Liveauctioneers.com will follow the same tiered percentages as consignments.
	<b>AUCTIONS:</b> When we receive your item(s), we will determine the best placement for them. This will be based upon the results found by our research team. Items that have the best chance of selling locally will be placed in our consignment shop. Items that may do better with a national audience will be photographed, stored, and listed on Liveauctioneers.com. <b>These items will be sold to the highest bidder.</b> The auction will run a few weeks before lots close. You must check your auction items on liveauctioneers.com during this time and up to 72 hours prior to auction closing if you wish to make any changes or correct an errors or omissions you may find.
	<b>RESERVES:</b> We put low estimates and low starting bids on items to encourage bidding. If you require a minimum bid or reserve price for your auction item and it does not sell, you will need to pick your unsold items up within 30 days of the auctions close and will be required to pay production expenses, not less than \$150 per item* which includes, research, storage, photography, descriptions, placement, and communications. Prices realized at auction are final. <i>*No fee if we determine starting price and/or reserve, even if your item doesn't sell.</i>
	<b>WE RESERVE THE RIGHT TO ADJUST AND REDUCE PRICING AT ANYTIME TO FACILITATE THE SALE OF YOUR ITEM(S):</b> Your item(s) will also automatically reduce 10% off the original price every 10 days until it reaches 50% off which is the end of your term.
	<b>PRICING IS BASED ON THE ITEM(S) AGE, BRAND, CONDITION, AND CURRENT MARKET VALUE.</b> We have a full-time pricing and research team and may even employ outside appraisal services. 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 Miss Daisy's Consignment & Auction House and may be adjusted, changed and negotiated with potential buyers at any time.
	<b>PLEASE CHECK YOUR ONLINE PORTAL FOR INVENTORY, PRICES, EXPIRATION AND STARTING DATES.</b> It may take us several days to input your items into our system. Your starting date begins when we have ticketed and priced your items, which may vary. Please check the starting prices and descriptions of your items and let us know if you have any questions or concerns.
	<b>A BUYER'S PREMIUM (25% OF THE TICKETED PRICE) WILL BE ADDED TO THE PRICE OF YOUR ITEM(S)</b> This added premium is for the store only. You do not receive any part of this, and it does not affect your commission. This fee is added to the ticket price of your item(s). This buyer's premium helps offset the overhead of operating our business in such a large and aging former department store and also provide quality staff with competitive wages here in Santa Barbara where housing costs are high and staffing options are limited.
	<b>NEW CHECKLESS PAYOUT SYSTEM:</b> We will no longer be issuing checks. You will need to sign up with SimplePay through your online secured consignor portal. We do not see this information. Money will be directly deposited into your bank account upon request or within 6 weeks of your expiration date. SimplePay can take a few days to reach your account. Typically, within 5 business days.
	<b>EARLY CANCELLATION OF CONTRACT OR ITEM(S) WITHDRAWAL:</b> We put a lot of effort into prepping your items for sale including research, photography, advertising, and listing. A 20% early removal fee <i>may</i> be charged on all items that are retrieved before your contract ends. Miss Daisy's Consignment & Auction House has the exclusive right to sell the items that have been accepted.
	<b>PROMOTIONAL USE OF CONSIGNED ITEMS:</b> Your items may be used and promoted at special events and fundraisers as props and for the purposes which they were intended to be used. Example: Your dining table and chairs may be used as seating and promoted at events.
	<b>DAMAGE AND LOSS WAIVER:</b> We do our best to protect your items, however, we cannot accept responsibility for any damage or loss to your item(s) whatsoever. This includes damage or loss caused by customers, theft, staff, movers, moving and/or natural disasters or any accidents or incidents. Our insurance is for catastrophic losses only. Our deductible per incident is higher than most items we carry so please check with your insurance carrier to see if your personal property is protected while in our custody. Any loss due to the above-mentioned is not covered and will not be reimbursed. All items consigned remain the legal property of the consigner until sold or expired. Special note: We do not carry earthquake insurance and will not reimburse you for any loss due to damage caused by earthquakes.
	<b>We reserve the right to cancel your consignment(s) and this contract and return your item(s) to you at any time and without cost if upon discovery and research we have found that they do not meet our standards for value and salability.</b>

By signing this agreement, I understand and agree to all conditions made herein. I declare that I am the legal owner of the listed items on the reverse and that they are free from any liens. I have read this Agreement and agree to the terms and conditions listed.

SIGNED:

X \_\_\_\_\_ Date \_\_\_\_\_