



**Consignor:**  
**No:**  
**Address:**  
**Phone:**

**Terms of Contract**

1. Consignor attests that they have legal title to and are in legal possession of all items that they have contracted The Little Bird to sell.
2. The Consignor attests that consigned items are insured from all risks, including fire, theft, flood, accidental damage, or breakage to the property until agreed upon items are delivered to The Little Bird. Upon delivery, The Little Bird will be fully responsible for said items until confirmed delivery to respective buyers.
3. Upon receipt of goods, The Little Bird will evaluate to determine condition and authenticity of Consignor's goods. Items not accepted may either be donated or returned to Consignor at the Consignor's request and expense.
4. The Consignor may at any time request return of their property. Any goods requested within 90 days of receipt will be assessed a \$15 per item fee for The Little Bird efforts of researching items, photographing and attempts to sell in either boutique location. The Consignor will be responsible for all shipping on requested goods.
5. The Little Bird is not responsible for minor wear due to items being shopped.
6. Consignor attests to the authenticity of all agreed upon items. Items deemed to be counterfeit will result in a \$50 fee and may not be returned to the consignor.
7. The Little Bird will determine the best price or fair market value (FMV) for all goods. The Little Bird determines prices based on comparable current and historical prices of items in the same or similar style, condition and brand.
8. Price of goods may be reduced accordingly by The Little Bird in all efforts to sell merchandise for the maximum value.
9. Each item sold will be paid out at 50% to Consignor unless otherwise agreed upon in writing.
10. The Little Bird issues checks on the 15th of every month for prior month sales. (I.e. Items sold May 1st -31st are paid June 15th )
11. Consignor payments will be void 6 months after check issue date. A \$35 fee will be incurred for any request to replace lost checks. Checks over 2 years old will not be re-issued.
12. The Little Bird returns goods to consignors twice a year (May/October). If any items remain unsold consignors will be contacted in regards to having their items returned or donated. Once contacted the Consignor will have 30 days from initial contact to notify The Little Bird to have items returned. If no contact is made and/or no effort to retrieve goods by the Consignor the goods will be forfeited to The Little Bird. The Little Bird does make every effort in a 30 day return cycle to contact consignors three times via email and/or phone to notify consignor of said returns. Consignor is responsible for all shipping costs on returned goods.
13. The Little Bird may retain merchandise through a return period if there is cause to believe said item(s) will sell during the following months prior to next return period.
14. Consignor is responsible to notify The Little Bird of any changes to mailing address, email or phone.
15. The terms of this contract may change from time to time. The Little Bird agrees to keep most current version of the contract available and posted online for consignor to review. .

Consignor: \_\_\_\_\_ Date: \_\_\_\_\_

Store Representative: \_\_\_\_\_ Date: \_\_\_\_\_