



**JANKY GEAR**

CONSIGNMENT OUTDOOR GEAR SHOP  
ROCHESTER, MN

# Consignment Agreement

Drop off Date:

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Name:

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Phone:

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E-mail:

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Mailing Address:

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How would you like to receive your check? (Choose one)  Store pick up  Mailed to me (\$2 fee)

## GEAR ACCEPTANCE AND PRICING

Janky Gear is looking to accept gear that is clean and in good working order. Gear must pass cleanliness and function tests. Next, gear will be assessed based on age, wear, inventory needs, repair price, and possible resale price. Janky Gear reserves the right to turn down gear based on these factors. If we discover gear is defective, we reserve the right to dispose of item.

Unless otherwise specified in writing, Janky Gear accepts items for consignment for 90 days.

If gear goes unsold for 90 days, consignors should arrange to pick up item(s) or the item(s) will become property of Janky Gear. Consignors will have 7 days after their 90-day consignment period to claim items. If items go unclaimed, Janky Gear can sell, donate, or dispose of the item(s) in its discretion, without owing you a payment. Seasonal items will be subject to a shorter consignment period based on when they are consigned. Please check [JankyGearRochester.com](http://JankyGearRochester.com) to see what gear is being accepted, which is subject to change.

If you choose to consign their will be a \$2 consignor fee per item.

## GEAR PRICING AND SALES

Consignors are welcome to make a price suggestion, but Janky Gear reserves the right to set the final price. When gear is accepted, staff will get your gear prices, tagged and on the sales floor. Janky Gear has two-season inventory plan, which includes sales and markdowns for your gear. Janky Gear reserves the right to have sales, events and promotions which will subject your gear to discounts, and will not notify the consignor of such pricing changes. Janky Gear will generally put Winter items on sale in March, and Summer items on sale in September.

## PAYOUT

Once your gear has sold, credit will be automatically posted in your consignment account. Checks can be requested to be printed anytime if the account has over \$20. Checks will be void after 180 days of issuances and will not be reissued. Account balances will be become store credit after 2 years of no customer or consignor activity . You can request for your check to be mailed for a \$2 fee after the 90-day period.

You can check your account at [JankyGearRochest.com](http://JankyGearRochest.com) consignor login.

The consignor will receive the following payout per consigned item:

- Under \$199 = 40% of the selling price per item
- \$200 to \$299 = 50% of the selling price per item
- \$300 and up = 60% of the selling price per item

## LIMITATION OF LIABILITY

Consignor agrees to hold harmless and release Janky Gear, LLC from any liability of loss, theft, damage or destruction of any item, including any claims made by a third party to the item.

## INDEMNIFICATION

Consignor agrees to indemnify and hold harmless Janky Gear, LLC., its owners, and employees from any and all liability, claims, and lawsuits, including attorney's fees, and losses and damages out of the storage, handling, or sale of consignment items.

