

FOXY COUTURE

Consignor Agreement Form

Your Name _____ Your E-mail _____

Your Phone _____ Cell _____

Your Mailing Address _____

City _____ State _____ Zip Code _____ Date _____

TERMS

Initial sale price of each item is agreed to between Foxy Couture and the Consignor. Foxy Couture may choose to discount an item by up to 20% without consulting Consignor. Upon the sale of a consigned item you, the Consignor, will receive a percentage of the final sales price as indicated on the attached item list. The Consignment period is 90 days from the time an item is accepted. If you choose to remove your item prior to the 90 day period, you will be charged a handling fee of \$50 per item. At our discretion, we will determine what will be placed on the floor to be sold at any time. We may agree to sell an item on layaway for a period of up to 90 days, and will pay the Consignor as the funds are collected from the Buyer. We may choose to accept longer layaway periods, but in such case will pay Consignor the full amount due 90 days after the sale, regardless of whether Foxy Couture has collected the full payment. We reserve the right to refuse any item at our discretion. Following the 90 day consignment period, if you do not return to claim your item, and we no longer want to display or store the item, we will inform you, using contact information with which you have provided us, that you need to retrieve the item. We will ship the item to you for the actual postage incurred plus a \$10 handling fee. If you do not contact us and arrange to retrieve these items within 30 days of such notification, the items become the property of Foxy Couture to dispose of at our sole discretion. It is the consignor's responsibility to notify Foxy Couture of any changes to consignor's contact information. **Foxy Couture may request to have consigned items returned to the consignor and will notify the consignor by text, phone and email to either pick up items or arrange and pay for return shipping. If Foxy Couture receives no response within 90 days the consignor's items will be donated. Donation receipt will be available on request. Foxy Couture is unable to provide storage for consignor's items once they are determined to be unsaleable.** If we subsequently sell these items and you contact us, we agree to pay you the agreed upon percentage of the final sales price. If any item is discovered to be damaged, stained or flawed after initial intake, we will contact you to discuss next steps, which may include cleaning, price reduction, or return of the items to you. If such damaged items are returned to you, you will be responsible for any actual shipping costs incurred. In compliance with copyright infringement laws, replicas of designer labels will not be accepted. Your acceptance of this condition indicates that you are presenting all items consigned with Foxy Couture as authentic. You agree to assume full legal and monetary responsibility if you misrepresent the authenticity of any articles you consign with Foxy Couture. Payments are paid by check on the 10th of the month following the month of sale of the item. You can arrange to pick up any amount due to you, or we will mail a check to you at your address as provided. A \$35 processing fee (stop payment fee) will be deducted per check that needs to be reprinted. Checks not cashed after six months of print date are forfeited. **Although we take every precaution to protect your merchandise, Foxy Couture is not responsible for any losses due to theft, fire, flood or accidental damage of your items.**

I agree to the terms and conditions as stated above; I attest to the accuracy of the List of Items; and I agree to the Initial Prices and Consignment Percentages shown for each item in the list.

Signature _____ Date _____