

Consignment Agreement

Refashion Consignment Shop LLC
535 Stevens St, Suite A
Medford, OR 97504
541-772-2302

1. **Retained Fees:** Sixty percent (60%) of the selling price shall be retained by Refashion Consignment Shop LLC and Forty percent of the selling price (40%) shall be made in payment to the consignor following the terms stated in this agreement.

2. **Consignment Term and Pricing:**

All items are consigned for a period of ninety (90) days. Refashion Consignment Shop LLC will set all prices on all consignments pertaining to this agreement. Refashion Consignment Shop LLC reserves the right to run special promotions to expedite the sale of merchandise at any time. Permanent price reductions are as follows:

- Items are full price for the first thirty (30) days.
- Items are reduced to 25% off month two (2).
- Items are reduced to 50% off for two weeks, then 75% off for two weeks in month three (3).

3. **Discount for ACTIVE consignors:** A 15% discount will be given on purchases of regular priced items at Refashion Consignment Shop LLC to all active consignors during the 90 day period they have consigned items for sale at Refashion Consignment Shop LLC. This discount does not apply to "No Discount" items, sale items or clearance items.

Init: _____

4. **Liability:**

Although Refashion Consignment Shop LLC strives to protect all consigned items, Refashion assumes **no liability** for the loss, theft, damage to or destruction of any item consigned.

5. **Imperfect Merchandise:** Items in need of repair or cleaning will be donated without further notice to the Consignor.

6. **Consignment Pickups**

- Consignors may pick up unsold consigned items any time prior to the termination date stated on this agreement. **Items may not be picked up after the termination date- NO EXCEPTIONS!**
- Any items remaining at Refashion Consignment Shop LLC, after the agreement termination date will become the property of Refashion Consignment Shop LLC. Refashion Consignment Shop LLC reserves the right to resale or donate unclaimed items.
- Consignors will be responsible for locating and pulling all items they choose to pick up. Early pickup of items is allowed.

Init: _____

Init: _____

7. **Designer Items/Jewelry**

- All Designer items and Jewelry do not follow the same sale process as mentioned above, however Refashion Consignment Shop LLC reserves the right to run special promotions to expedite the sale of merchandise at any time. These items will remain on consignment in the store for 6 months before expiring and becoming store property.

8. **Consignment payments**

- Payment to consignors will be distributed Tuesday through Friday and are available on the 5th of each month or thereafter for the preceding month's sales.
- **Payments to consignors are limited to \$25.00 per visit per day. NO payments are given on Mondays or Saturdays.**
- **Consignors must have a minimum of \$10.00 on their account for cash payout. Any monies owed to consignors, \$9.99 and under, must be used as store credit.**
- Store Credit may be taken for any balance due to consigner prior to the payout date.
- Consignors will be responsible to pick up their consignment payments at Refashion Consignment Shop LLC.
- Payments will not be mailed to consignors.
- **Consignment payments will be voided 30 days after the agreement termination date** stated on this consignment agreement. Voided consignment payments will become the property of Refashion Consignment Shop LLC. Init: _____

9. **Record Keeping and Follow-Up Calls**

- It is the responsibility of the consignor to maintain all records of consigned merchandise. A computerized list of consigned items will be available for consignors to pick up within five (5) days of consigning items. Consignors may call after the 5th of each month to confirm sales, pickups and contract termination. Init: _____

10. **Disputes and Resolutions:** All transactions and resolutions to disputes will take place in Medford, Oregon at the expense of the consignor.