



## Consignment Agreement

READ THE FOLLOWING TERMS AND CONDITIONS PRIOR TO SIGNING THIS AGREEMENT.

This document constitutes the Consignment Agreement between the below-signed name ("Consignor") and Tack Up ("Consignee") on the below-signed date, subject to the following Terms and Conditions:

### CONSIGNMENT PROCEDURE

1. **PRICING:** Tack Up agrees to sell Consignor's items and share in any profits from the sales of such items. Tack Up shall determine final pricing on all consigned items.
2. **UNACCEPTABLE ITEMS:** Tack Up reserves the right not to accept any item for any reason for resale. Items must be in "very good" to "new with tags" condition to be accepted on consignment. **Items must be clean and neatly folded in bags or hangers without tears or stains.** The condition of items is to be determined at Tack Up's discretion.
3. **INVENTORY:** Upon receiving consignment items, the Consignor shall receive an itemized list of all consigned items.
4. **DISCOUNTS & PRICE REDUCTIONS:** All items are consigned for at least six months (180 days). During this period, Tack Up reserves the right to discount unsold items to facilitate sales according to the discount schedule outlined below. This discount schedule may be modified based on product demand. Saddles are excluded from the discount schedules outlined below; price reductions on saddles will be discussed with Consignee based on demand and store space.

Price Reduction Schedule (Does not apply to Saddles)		
Month(s)	Day(s)	Percentage of Original Consignment Price
Month 1-4	0-120	100%
Month 5-6	121-180	80%
Day 181: Item to be removed from shelves/returned to Consignee OR Consignment Renewal offered at the discretion of Tack Up		

5. **UNSOLD GOODS:** If items remain unsold after six months, Tack Up reserves the right to remove them from inventory or offer a Consignment Renewal. Consignors will be notified when items are removed from inventory and may choose to: 1. Relinquish expired items, or 2. Pick up expired items within 30 days. Consigned items that have yet to sell may be picked up prior to the expiration date of this Agreement for a fee of \$10/per item.
6. **PAYMENT:** Tack Up will collect a 40% commission on all items sold, with the exception of saddles. Tack Up will collect a 20% commission on saddles sold. Payment to Consignor is made via check or electronic transfer. Payment method must be selected on page 2. Consignor will receive a check or electronic payment for the sale one month after the item(s) is sold.
7. **INDEMNIFICATION:** Consignor shall indemnify, release, defend, and holds harmless forever Tack Up, its officers, directors, shareholders, employees, successors, and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned terms. Tack Up shall use all conventional safeguards to handle and display consigned items but has no legal responsibility for items left on consignment.
8. **WARRANTY:** Consignor warrants and agrees that the Consignor owns the items to be consigned and that there are no liens, judgments, or other encumbrances against the ownership, including all rights of sale or transfer of the consigned terms. Tack Up shall use all conventional safeguards in the handling and displaying of consigned items but has no legal responsibility for items left on consignment, which will be disposed of or donated per Tack Up policy.
9. **ASSIGNMENT:** No party may assign or transfer this Agreement without the prior written consent of the other party.
10. **MEDIATION:** In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in confidential mediation, with a mediator agreed to by both parties, before filing any lawsuit. The parties agree to share equally the costs of mediation.
11. **DEFAULT:** Upon material breach of this Agreement by one party, the other party shall have the option to terminate the same. On any breach, the other party shall have the right to recover expenses and costs within the parameters of the attorneys' fees paragraph below.
12. **ATTORNEYS' FEES:** In the event that a suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs, and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established according to this Agreement.
13. **VOLUNTARINESS:** Each of the parties hereto fully understands the terms, conditions, and provisions of this agreement, voluntarily enters into the same, and believes its terms to be fair, just, adequate, and reasonable.
14. **SEVERABILITY:** The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.
15. **SADDLE TRIALS:** To ensure appropriate saddle-fitting, consignment saddles must be allowed to be released on trial. Customers wishing to take a saddle on trial must provide complete payment details and a signed agreement of care and responsibility with Tack Up. A copy of this Trial Agreement can be provided to Consignors upon request.



Consignment Agreement, *Continued*

**PAYMENT**

Tack Up will collect a 40% commission on all items sold, with the exception of saddles. Tack Up will collect a 20% commission on saddles sold. Payment shall be made in the form of the Consignor's choice of check or Venmo as designated below:

- Check mailed to address provided in Agreement **or**
- Venmo transfer to account provided in Agreement

**UNSOLD ITEMS**

In the event that items are not sold, and their Consignment Agreement is not renewed, Consignors must designate how they would like their unsold items handled:

- I would like my UNSOLD items held for me to pick up within 30 days of the Agreement ending. If I do not pick up my items within 30 days, my items become the property of the Consignee and will be donated, discarded or sold.
- I do not want my UNSOLD items returned.

**CONSIGNOR INFORMATION**

Name (First/Last): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Venmo: \_\_\_\_\_

I certify that I have read, understand and agree with all Terms and Conditions on Pages 1-2 of this Agreement. By signing below, I acknowledge and accept that this Agreement is legally binding.

If consigning a saddle, I certify that I have read, understand and agree with all Terms and Conditions on Pages 1-2 of this Agreement, including point 15. By signing below, I acknowledge and accept that this Agreement is legally binding.

\_\_\_\_\_  
Consignor's Signature

\_\_\_\_\_  
Date

**TACK UP - CONSIGNEE INFORMATION**

3169 Curtis Road  
Leonard, Michigan 48367  
hello@tackupequestrian.com  
Tracy Sobecki 248.224.3065 / Kristy Follett 248.884.2128

\_\_\_\_\_  
Consignee/Accepted By Signature

\_\_\_\_\_  
Number of Items

\_\_\_\_\_  
Date



## Consignment Agreement - Item Inventory (Saddles use Separate Form)

Items must be in "very good" to "new with tags" condition to be accepted on consignment. Items must be clean and neatly folded or on hangers without tears or stains. Items that are received dirty will be immediately sent to laundry service if accepted, with charges tracked in Consignor's Tack Up account and deducted from payouts. The condition of items is to be determined at Tack Up's discretion. Tack Up reserves the right not to accept any item for any reason for resale. Consignor agrees to deliver, and Tack Up agrees to accept for the purpose of sale on the Terms and Conditions recited in this Agreement the following described items.

**Due to the high interest in consigning and the volume of shoppers during open shop days, we ask that all customers contact us directly to set up an appointment to accept consignment items.** Appointments can be made via FB Messenger, email [hello@tackupequestrian.com](mailto:hello@tackupequestrian.com) or via phone/text to 248.224.3065 or 248.884.2128.

Item #	Item <i>Jacket, Breeches, Blanket, Tack, Barn Equipment, etc.</i>	Brand <i>Please visit our list of accepted brands.</i>	Size <i>Women, Youth, Pony, Cob, etc.</i>	Color <i>Primary and trim</i>	Description/Comments <i>Style, Material, Details, etc. If there are known defects or sizing issues, please note here.</i>	Retail Price <i>Original price (optional)</i>	Desired Price <i>Final price set by Tack Up</i>
Example	Hunt Coat	Alessandro Albanese AA	10W	Black	Motion Lite Competition Jacket	\$300	\$100
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02							
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## Consignment Agreement - Saddle Inventory

Saddles must be in safe, usable condition to be accepted on consignment. Special consideration condition/usability consideration will be given to antique or collectible saddles. Saddles must be clean with clean saddle covers for storage and protection. Saddles that are received dirty will be cleaned if accepted, with charges tracked in Consignor's Tack Up account and deducted from payouts. The condition of items is to be determined at Tack Up's discretion. Tack Up reserves the right not to accept any item for any reason for resale. Consignor agrees to deliver, and Tack Up agrees to accept for the purpose of sale on the Terms and Conditions recited in this Agreement the following described items.

**Due to the high interest in consigning and the volume of shoppers during open shop days, we ask that all customers contact us directly to set up an appointment to accept consignment items.** Appointments can be made via FB Messenger, email [hello@tackupequestrian.com](mailto:hello@tackupequestrian.com) or via phone/text to 248.224.3065 or 248.884.2128.

It is important to provide as much information as possible for each saddle brought for consignment. This allows us to properly price and market your saddle. **Don't be overwhelmed - just answer as much as you can!**

<b>Saddlemaker/Brand:</b>		<b>Discipline/Style:</b>	
<b>Model:</b>		<b>Serial Number:</b>	
<b>Color:</b>		<b>Year Manufactured:</b>	
<b>Seat Size:</b>		<b>Accessories included with saddle:</b>  <i>Provide description, size, etc. if available</i>	<input type="checkbox"/> Leathers:
<b>Tree Size/Width:</b>			<input type="checkbox"/> Irons:
<b>Flap Length:</b>			<input type="checkbox"/> Girth:
<b>Flap Shape:</b>	<i>Standard, Forward, etc.</i>		<input type="checkbox"/> Other:
<b>Panel Fill:</b>	<i>Flocking, Foam, Air, etc.</i>		<input type="checkbox"/> Other:
<b>Special Features:</b>			
<b>Known Damage:</b>			
<b>Original Retail Price:</b>		<b>Desired Price:</b>	
		<b>Minimum Price Accepted*:</b>	

\*We will always seek the highest price possible for our consignors and will contact you directly with reasonable offers. If you have a minimum accepted price, we can make note of that in our files and accept offers meeting that minimum on your behalf.