

Superior Seconds Consignment Agreement Updated 1-1-19

Name _____

Account No _____

Email: _____

Mailing Address: _____

Phone: _____

Consignment Account Terms and Agreement:

I elect to open a Consignment Account with Superior Seconds Gear Exchange in order to sell my used sporting goods. I acknowledge the consignment term is 60 CALENDAR DAYS. I have the opportunity to price my own items or ask Superior Seconds to price my items for me. Whichever I choose, I agree to the initial sales price for each item as posted in my online account and on my inventory list. I understand this initial price will be marked down by 10% after 20 days on the sales floor and by an additional 10% after 40 days on the sales floor. I understand I will receive an e-mail at the email account I have listed above allowing me to check on the status of my items and their initial sales price. I will contact Superior Seconds if I do not receive the initial online CONSIGNOR account set-up email. At the beginning of each consignment term I will elect how I prefer to receive my portion of the sales proceeds for my consigned items. I understand that once my item sells the payment method for that item cannot be modified without an account conversion by Superior Seconds Accounting. I understand that should I choose to switch my account payment method after my item has sold, my account will be charged an account conversion fee of \$5.00.

60-DAY Consignment Term Payment Method Options are:

<u>Final Sales Price</u>	<u>Consignor Receives</u>
Up to \$49.99	40% CHECK or 60% STORE CREDIT
\$50 - \$199	50% CHECK or 60% STORE CREDIT
\$200 - \$499	60% CHECK or 70% STORE CREDIT
\$500 - \$999	70% CHECK or 80% STORE CREDIT
\$1000 +	80% CHECK or 90% STORE CREDIT

Value of Check or Store Credit is derived from FINAL sales price for each item sold after discounts and/or markdowns. Consignor checks are processed at the end of each month for sales during the prior month, will be made payable to myself, mailed to the current address on file, and are subject to a \$2.50 processing/postage fee. Checks are valid for 180 days from the date of issue. Consignors may bring in expired checks to be exchanged for store credit only, but no second checks are issued.

I understand that any unsold items remaining in the store after the 60 DAY consignment period must be picked up by me by the agreement pick-up date or they will automatically be donated to Superior Seconds to disperse of at their sole discretion. When I come to the store prior to the end of my consignment period to collect any unsold items, I may request a list of my unsold items which I may use to aid me as I find and pull my unsold items from the sales floor to take home. I understand that I must keep track of my contract term and expiration date. Superior Seconds will not send reminders and I am solely responsible for my items pickup. I understand that items remaining at Superior Seconds past the expiration date become property of Superior Seconds to disperse/dispose of at their sole discretion. Items left beyond the expiration date are considered abandoned and forfeited.

My items remain mine until they are sold or I abandon them. Consignors agree to leave items on consignment for a minimum of 60 days and to not list item(s) for sale on any other platforms or marketplaces while the item is consigned with Superior Seconds.

Item acceptance and Condition Upon Receipt:

All goods I provide are offered for sale on my behalf by Superior Seconds Gear Exchange. I have disclosed all known flaws. I ensure that my gear contains all essential parts, is fully functional, clean, and ready to display. If repairs, cleaning or missing parts are needed I understand that I will be charged reconditioning fees to prepare my items for sale. This may include parts replacement labor and material fees which will be charged to my account toward the cost of the sale. I understand that if items left for consignment have missing/damaged/broken parts, leak, do not work as intended or that are not reasonably repairable, those items will be considered surrendered for donation and immediately dispersed/disposed of at the sole discretion of Superior Seconds. If my item leaks or fails to function as intended, I understand and agree that my item will be disposed of.

Consignor Signature: _____ Date: _____

Consignment Terms Reviewed / Signature Witnessed by: _____