

Consignor Agreement

UPSCALE
CONSIGNMENT

FURNITURE - DECOR - JEWELRY

17785 SE 82nd Drive Phone: 503-650-6351
Gladstone, OR 97027
Consign@UpscaleConsignment.com

The consignment split is 50/50. Checks will be available for in-store pickup on the 10th of each month for all items sold during the previous month. Checks that have not been picked up by the 30th will be mailed. We cannot mail checks early unless your account address is greater than 50 miles from our store, and then only by request.

We DO NOT contact you when your item(s) sells. However, we do provide you with an easy-to-use Consignor Account Log In portal on our website where you can check the status of your item(s) at any time.

The contract term is 180 days. You may retrieve your items at any time. However, there will be a per item administration and processing fee of 10% or \$50 (whichever greater) if you retrieve your items before 180 days.

If, after 180 days, any of your items have not sold, we will contact you with the options to: 1) clearance price your items at 50% of the current price for an additional 30 days, or 2) retrieve your items. If you choose to retrieve your items, you must do so within 10 days of our contact with you, or they will become the property of Upscale Consignment.

The selling price of your items will automatically be reduced by 5% per month. Additionally, all consigned items are subject to further temporary price reductions and/or discounts not to exceed 10% of the current price, in order to conduct occasional promotional events or sales, or if we feel it is necessary to help secure the sale of the item. A small 'buyer's fee' will be added to the agreed-upon selling price (the buyer pays this fee) to cover the credit card fees that we are charged for processing their card.

If items received for consignment are in need of cleaning or repairs, or was misrepresented, we reserve the right refuse the consignment and it must be removed at your expense within 1 week, or they will be donated or otherwise disposed of. If we agree to make minor repairs or perform light cleaning, or if an item requires extensive assembly (over 15 minutes), you will be charged our shop rate of \$60/hour plus the cost of any materials used.

Liability & Warrants - The consignor warrants that all items consigned are the property of the consignor and the consignor specifically agrees to indemnify and hold Upscale Consignment harmless from any and all liability, claims, demands, damages, and costs arising by virtue of Upscale Consignment merchandising, selling, or delivering the consigned merchandise, including but not limited to unintentional or negligent misrepresentation by the consignor, or by Upscale Consignment, its agents or employees.

The consignor further understands and agrees, and will not dispute, the condition that Upscale Consignment assumes no responsibility in the event of loss of merchandise by reason of fire, flood, theft, burglary, shoplifting, or for any other cause and is hereby relieved from any and all liability, claims or charges. Specifically, the consignor does hereby expressly waive any claims for loss of merchandise from any cause whatsoever. Upscale Consignment does not provide insurance for consigned items. The consignor has the responsibility to carry their own insurance for the merchandise.

By signing below, I acknowledge that I have read, understand, and agree with the above terms.

Signature _____ Date _____

Have you shopped or consigned with us before?

Where did you first hear about Upscale Consignment? _____

PLEASE PRINT CLEARLY!

Name _____ Phone _____

Address _____ Alt. Phone _____

City _____ State _____ Zip _____

Email: _____ Check here to receive email promotions and newsletters

Address to mail checks (if different than above)

Address _____ City _____ State _____ Zip _____