



Acct Number: _____

Consignment Agreement

General Conditions: The consignee agrees to deliver goods to be sold by the consignor, referred to in this document as MINDY'S Home Goods. If pickup is required by MINDY'S Home Goods, a delivery fee will be assessed determined by pickup location and number of items. Prior to a pickup by MINDY'S Home Goods, the consignee must submit true and current photos of the item(s). Once approved MINDY'S Home Goods will schedule a pickup or drop-off. While MINDY'S Home Goods will take every effort to safely transport the consigned goods, MINDY'S Home Goods is not responsible for any damage caused to consigned good(s). Consignee understands he/she is using MINDY'S Home Goods pickup service at consignee's own risk. MINDY'S Home Goods agrees to place consignee's goods for sale on the online store as well as in our warehouse. MINDY'S Home Goods will remit 50% of the final sale price (excluding sales tax, delivery, setup, financing fees, and/or other non-consigned items to the consignee from all items sold during the consignment term. Acceptance of merchandise for sale is at the discretion of MINDY'S Home Goods. Consignee understands that while MINDY'S Home Goods agrees to use its best efforts to obtain a sale of the consigned items, there is **no guarantee a sale will occur** within the contract term.

Merchandise Pricing: The selling price of consigned items will be established by MINDY'S Home Goods. In determining the selling price of items, MINDY'S Home Goods will consider such factors as brand, age, condition, and market demand.

Item List: Each time items are consigned, a merchandise report referred to in this document as the Item List, will be generated. The Item List will be given to consignee at the time of consignment or once the items have been priced and placed online or in the warehouse. If consignee is not present at the time of consignment, MINDY'S Home Goods will provide one to consignee upon request. It is the responsibility of the consignee to check the Item List for accuracy. MINDY'S Home Goods cannot be held responsible for losses resulting from inaccurate or incomplete information on the Item List.

Consignment Term: The consignment term for all items is 90 days. It starts on the day an item is logged into the computer system and an Item List is generated. MINDY'S Home Goods reserves the right to discount consignment items up to 25% within the first 6 weeks of the consignment. This contract expires at the end of the 90 day term of consignment. If consignee elects to remove items before end of consignment period, there will be a cancellation fee equal to 20% of the labeled price of the item. After 90 days contract, consignee can choose to switch the account to a month to month contract. After 90 days, MINDY's Home Goods reserves the right to request items to be retrieved. Consignee can choose to pick-up items at that point. If consignee chooses or does not respond to request within 7 calendar days, MINDY's Home Goods will assume consignee has forfeited remaining UNSOLD items.

Payment to Consignors: Payment checks for items sold during any month will be available for the consignee to pick up or check to be mailed after the 10th day of the following month. Checks will not be printed for any amount less than \$5.00. Mailed checks will be sent to address provided by consignee on contract. It is the responsibility of the consignee to update contract with any necessary changes.

Expired Items: Consignee will have 5 days to pick up unsold items after the consignment period has expired. It is consignee's responsibility to keep track of when the consignment term ends and to retrieve unsold items within five days. MINDY'S Home Goods reserves the right to donate or sell as store-owned merchandise any items unsold and unclaimed 95 days from the date of consignment.

Items Lost, Stolen, or Damaged: All reasonable care will be taken of items consigned, however they are left at consignee's risk.

Print Consignee Name

Consignee Signature

Date

Address

City, State, Zip Code

Email

Phone #

Consignor (Store Manager) Signature



Acct Number: _____

Pickup Fee (if applicable) _____ Paid at pickup? Yes / No Take out of 1st sale? Yes / No

ITEM(S) ACCEPTED FOR CONSIGNMENT	Start – End Price	Price/Date Sold
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Print Consignee Name Consignee Signature Date

Date Entered into System (Stamped)

Expiration Date

Manager Signature