

**Golden State Resale LLC**  
**909 Marina Village Parkway Suite 331, Alameda, CA 94501**

**Consignment Agreement**

Date: \_\_\_\_\_

Consignor \_\_\_\_\_

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

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

1. The above referenced Consignor and Golden State Resale LLC (the Consignee) acknowledge that the Consignor has provided the goods described in the attached Inventory List to the Consignee for sale on a consignment basis under the terms and conditions of this agreement.
2. The Consignor's payout will be structured as follows:

Sale Price	Consignor (Client) Payout
\$0.01 - \$249.99	Consignments not accepted
\$250 - \$299	40% of sale price
\$300 - \$999	50% of sale price
\$1,000- \$4,999	60% of sale price
\$5,000+	65% of sale price

3. The Consignee will not accept counterfeit or replica items. By entering into this agreement, the Consignor confirms that all items provided to the Consignee are authentic. The Consignee reserves the right to use a third-party authentication service to confirm authenticity of any item. Should an item be deemed inauthentic by a third-party authentication service, all fees associated with authenticating that item will be passed along to the Consignor.
4. The Consignee will remit monthly payouts for all items that have been sold and paid out within the calendar month. Payouts will be sent by the 10<sup>th</sup> day of the following month. Consignor payouts will be delivered via:

Paypal - Consignor Paypal Email Address: \_\_\_\_\_

Check (By mail) - Consignor Mailing Address: \_\_\_\_\_

The Consignee will not be responsible for funds sent to an incorrect email address or mailing address due to errors in the above fields.

5. The Consignor acknowledges that returns do sometimes occur. If an item is sold and is returned by the buyer, it will be thoroughly inspected by the Consignee to confirm that it is in the same condition in which it was sold.
  - a. If a return is not received in the same condition in which it was sold, the Consignee will pursue reimbursement from the buyer and/or selling platform to account for the loss in the item's value. This reimbursement will be split according to the above commission structure. The item will be relisted for sale with a new minimum sale price and the consignment period will continue according to the terms of this agreement.
  - b. If a return is received in the same condition in which it was sold:

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- i. If the return occurs before the Consignor receives a payout for the sale of the item, the sale will not be included in the Consignor's payout for that month. The item will be relisted for sale and the consignment period will continue according to the terms of this agreement.
  - ii. If the return occurs after the Consignor receives a payout for the sale of the item, the item will become property of the Consignee.
  
- 6. The consignment period will be 3 months.
  - a. This agreement may be extended past the initial consignment period upon verbal agreement of the Consignee and Consignor.
    - i. If agreement is extended past initial consignment agreement, it may be terminated by either party at any time. Upon termination of the agreement, the Consignee will return to the Consignor all items that have not sold and will process the Consignor's final payout per the terms of this agreement.

By signing below, I acknowledge that I have read, understand and agree to the terms of this Consignment Agreement and the attached Inventory List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name