



MOTO GUILD GEAR CONSIGNMENT | 849 13th Street | San Francisco CA 94130 | (415) 624-3795 | info@motoguild-sf.com

Name _____

Total number of items listed _____

Date _____

TYPE Jacket, pants, gloves, boots, other	SIZE Euro/US	BRAND	MATERIAL Textile or Leather	COLOR(s)	CONDITION Like new, good, ok	CONSIGNMENT PRICE	SELL PRICE / DUE CONSIGNOR (-35% of sale)	DATE SOLD	DATE PAID

MOTORCYCLE GEAR CONSIGNMENT AGREEMENT

Agreement made this _____ (MM/DD/YY) by and between _____
("Consignor") and Moto Guild LLC with the address of 849 13th St., San Francisco CA 94130.

SCOPE OF AGENCY:

Consignor appoints Moto Guild LLC to act as Consignor's exclusive agent for the exhibition and sale of the items identified on a specified List of Inventory. Additional List(s) of Inventory may be incorporated to the Contract at any time.

CONDITIONS OF ACCEPTANCE:

All items must be gently worn to like-new condition. Helmets are not accepted. Any clothing with odors, stains, tears, fading, broken zippers, missing or broken buttons, will not be accepted. Consignor represents and warrants that he/she is the sole owner of the item(s) on consignment.

AUTHENTIC ITEMS ONLY:

Consignor represents and warrants that all items consigned are 100% authentic and as represented.

CONSIGNMENT PERIOD:

Consignment period is 90 calendar days from the date items are received by Moto Guild LLC (the "Consignment Period").

PRICING:

Moto Guild LLC must approve the pricing on all items. The pricing will be a function of market value, condition and appearance with the intention to sell the item with the highest potential profit. Moto Guild LLC reserves the right to reduce the price of items left after the end of the Consignment Period by ten percent 10% every 90 calendar days until the items sell or are returned to the Consignor.

PAYMENT:

Sixty-Five percent (65%) of the selling price will be paid to the Consignor. Payment is made once all consigned items have sold or when remaining items are returned to Consignor. However, the Consignor may request partial payment by phoning Moto Guild LLC (415.624.3795 or at the phone number listed on website), partial payment is limited to amounts due to Consignor of \$100 or more and one request/payment per month. Payments are made by check once a month for sales and requests made the prior month and are mailed via United States Postal Service. Moto Guild LLC shall furnish Consignor with a statement of items sold, price and Consignor's share with each payment remittance.

LIABILITY:

Moto Guild LLC is not responsible for any loss or damage to items. Including, but not limited to damage caused by, theft, fire, flood, any types of stains/tears, loss and any other damages or losses without exclusion.

SHIPMENT OF ITEMS BETWEEN CONSIGNOR AND MOTO GUILD LLC:

Packing, shipping, insurance and other handling expenses for items from/to Consignor to/from Moto Guild LLC shall be borne by Consignor. Moto Guild LLC is not responsible for lost packages.

PROMOTION OF ITEMS:

Moto Guild LLC shall use its best effort to promote, display and sell items in its primary location and shall have no obligation to promote items in any other manner.

MODIFICATIONS AND CANCELATIONS:

Moto Guild LLC may modify this Contract with 30-day notice emailed to Consignor. Either party may cancel this Contract by emailing a 30-day notice of Cancellation to the other party. Moto Guild LLC's email address is info@motoguild-sf.com.

COMMUNICATIONS:

Consignor holds sole responsibility for ensuring that Moto Guild LLC has current contact information (including phone number, email and mailing address). If Moto Guild LLC is unable to successfully contact Consignor (one phone call, message or email) and is not contacted by Consignor for a period of 6-months after all items have sold or the end of the Consignment Period, ownership of the consigned items will pass to Moto Guild LLC for disposal at its discretion.

ENTIRE AGREEMENT:

This Contract and List(s) of Inventory constitutes the entire agreement between the parties hereto.

GOVERNING LAW:

This Contract and its enforcement shall be governed by and construed in accordance with the law of the State of California, without regard to the State of California principles of conflicts of law. The parties agree that any action or proceeding against another party hereto, arising out of or relating to the contract shall be brought only in the courts of California.

By signing below, you authorize Moto Guild LLC to sell your items on consignment pursuant to all terms described herein.

Consignor Signature: _____ Date: _____

Phone number: _____ E-mail address: _____

Mailing address: _____