



Tried Equestrian Consignment Agreement

23120 Lyons Ave #22, Santa Clarita, CA 91321

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS PRIOR TO SIGNING THIS AGREEMENT, AS TERMS HAVE RECENTLY BEEN UPDATED.

This document constitutes the Consignment Agreement between below signed name ("Consignor"), and The Tried Equestrian, LLC ("TE"), on the below signed date subject to the following Terms and Conditions:

1. **CONSIGNMENT PROCEDURE:** TE agrees to process and determine the salability of Consignor's items and if deemed fit for re-sale, market the items for sale. Upon the sale of said items, TE shall take a commission and pay the remaining sales revenue to Consignor less any incurred costs. **Please check our website for the most updated list of accepted items for consignment. If you have questions on the acceptability of an item, please send us an email before shipping said item.** Consignors agree to send a minimum of \$200 retail value in consigned items when using our mail-in service. TE shall determine pricing on all consigned items. Consignor shall receive an itemized list of all consigned items accepted by TE and access to a Consignor Portal to monitor their sales. A new Agreement shall be signed each time any new item(s) is/are consigned.

2. **UNACCEPTABLE ITEMS:** TE reserves the right to reject any item for any reason for resale. Items must be in very good to new with tags condition (condition to be determined by TE only). Consignors whose items are deemed unacceptable for resale and who pre-pay for return freight charges, have the option of having such items returned to Consignor. Consignors, who choose not to pre-pay return freight charges forfeit all right, title and interest in such items, which shall be disposed of at the sole discretion of TE including but not limited to recycling, donation, resale, etc.

3. **PROCESSING FEE:** For convenience TE happily supplies shipping labels and extends our discounted shipping rates to Consignors. If Consignor chooses to ship using a prepaid shipping label provided by TE, Consignor will be charged a \$20 processing fee, to be deducted from monthly sales, per shipment received. TE reserves the right to charge market rates for shipping surcharges.

4. **SALES REVENUE/PAYMENT TO CONSIGNOR:** When a consigned item sells, Consignor will receive payment for the sale of the item one month following the month the item(s) sale (For example, a Consignor will receive sales revenue in June for a consigned item that sells in April).

5. **DISCOUNTS:** All items are consigned for a minimum period of six months (180 days). During this period, TE reserves the right to discount unsold items in order to facilitate a sale at the following rate: 1) Immediately up to 20% for incentive discounts 2) at 3 months the item can be further discounted at 30% of original asking price 3) at 4 months the item can be further discounted at 40% of original asking price 4) at 5 months the item can be further discounted at 50% of original asking price and 5) at 6 months the item can be discounted to any price TE deems will sell the item.

6. **UNSOLD ITEMS:** If items remain unsold after 6 months, TE reserves the right to further discount items and/or remove them from inventory. If removed from inventory, Consignor will be notified and may choose to pick up their unsold items, have them donated, or have them mailed back for a fee. Any consigned items which have not sold may be picked up prior to the expiration date of this Agreement for a fee of \$10/per item and any associated cleaning fees.

7. **SHIPPING COSTS:** TE will deduct partial shipping costs for returns and free shipping from the sale of items affected on Consignor(s) account, split evenly over the full order of returned items. Shipping costs shall not exceed 10% of the selling price.

8. **CLEANING AND REPAIR FEES:** TE will evaluate all inventory prior to listing and make any necessary restorations including but not limited to, cleaning, polishing, repairs, dry cleaning, laundering and sewing repairs. Such costs will be deducted from Consignor's sales revenue.

9. **TE'S COMMISSION SCALE:** TE collects commission based on the following tiered pricing scale:

1) consigned items priced by TE at \$19.99 & under are ineligible for consignment and will be returned/disposed of according to Section 2 "Unacceptable Items" herein;

2) Consignor will receive 20% of sales revenue for sale of a consigned item priced by TE at \$20.00-\$49.99;

3) Consignor will receive 40% of sales revenue for sale of a consigned item priced by TE at \$50.00--\$99.99;

4) Consignor will receive 50% of sales revenue for sale of a consigned item priced by TE at \$100.00-\$249.99;

5) Consignor will receive 60% of sales revenue for sale of a consigned item priced by TE at \$250.00-\$499.99;

6) Consignor will receive 70% of sales revenue for sale of a consigned item priced by TE at \$500.00-\$999.99 and;

7) Consignor will receive 80% of sales revenue for sale of a consigned item priced by TE at \$1000.00 or more.

**If Consignor elects to receive sales revenue payment in the form of a donation or a TE gift card, TE agrees to take a reduced commission. If Consignor fails to select a payment method for receipt of sales revenue, TE will default to sending check payments.

10. **INDEMNIFICATION:** CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER, TE, its officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to this Agreement.

11. **WARRANTY:** Consignor warrants and agrees that the items to be consigned are owned by Consignor and that there are no liens, judgements, or other encumbrances against the ownership, including all right of sale or transfer of the consigned items. TTE shall use all conventional safeguards in the handling and displaying of consigned items but has no legal responsibility for items left on consignment which will be disposed of or donated per TE policy.

12. **RISK OF LOSS.** Damage to items or loss of items in shipping to TE are the risk of the Consignor. TE's pre-paid shipping comes with standard insurance in the amount of \$100. Should Consignor require additional insurance on their items, Consignor is responsible for purchasing and securing such insurance. TE only assumes possession and, therefore, risk of loss of items once received by TE.

13. **ASSIGNMENT.** No party may assign or transfer this Agreement without the prior written consent of the other party.

14. **MEDIATION.** In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in confidential mediation, with a mediator agreed to by both parties, before filing any lawsuit. The parties agree to share equally the costs of mediation.

15. **DEFAULT.** Upon material breach of this Agreement by one party the other party shall have the option to terminate same. On any breach, the other party shall have the right to recover expenses and costs within the parameters of the attorneys' fees paragraph below.

16. **ATTORNEYS' FEES.** In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

17. **VOLUNTARINESS:** Each of the parties hereto fully understands the terms, conditions, and provisions of this agreement, voluntarily enter into the same and believe its terms to be fair, just, adequate and reasonable.

18. **SEVERABILITY:** The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

19. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of California. Any legal action commenced to enforce or interpret this Agreement shall be brought in Los Angeles County, California.

PLEASE INCLUDE THE NEXT 2 PAGES WITH CONSIGNMENT ITEMS

PAYMENT:

1. Payment of sales revenue shall be sent in the form of Consignor's choice of either check, PayPal transfer, TE Store Credit, or check to be donated to charity. If nothing is selected, you will be automatically enrolled to receive checks.

2. TE will collect above stated commission on all items sold, unless payment in the form of donation or store credit is selected. If choosing an alternative option rather than check or PayPal, our reduced rates are listed below.

- Cash
 Mailed Check
 PayPal Email: _____

The Tried Equestrian gift card - Consignor receives 10% (5% on \$1000+) more for sales than stated cash commission

Donate to TTE Selected Charity (Current selected charity noted on website)

OR Charity of your choice: _____

NEW Tried Equestrian's Buyout Program - receive an upfront offer for TTE to purchase items from you
PLEASE NOTE - TTE does not guarantee to make an offer if selected. You can find more information about this program on our website

TTE:

The Tried Equestrian, LLC.

23120 Lyons Ave #22, Santa Clarita, CA 91321

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CONSIGNOR:

Consignor's Name (as you would like it to appear on a check): _____

Address: _____

Phone #: _____

Date Consigned: _____

E-Mail: _____

PLEASE SELECT AN OPTION FOR UNACCEPTED ITEMS:

- Yes, I'd like my unaccepted items to be donated.
 No, I'd like my unaccepted items shipped back to me, charged at market shipping rates

I certify that I have read, understand and agree with all Terms and Conditions set forth above on Pages 1 and 2 of this Agreement. By signing below, I acknowledge and accept that this Agreement is legally binding.

Consignor's Signature: _____

Date: _____

Accepted By/TTE Date: _____

Number of Items Consigned: _____

Description of Items:

Consignor agrees to deliver and TTE agrees to accept for the purpose of sale on the Terms and Conditions recited in this Agreement the following described items:

For Office Use Only:

Received & Emailed:

Pricing Approved:

Inventory List Sent: