



www.thediamondhanger.com

## CONSIGNMENT AGREEMENT

**Website:** www.thediamondhanger.com

**Email:** consign@thediamondhanger.com

The Diamond Hanger is happy to help our fellow fashion lovers with the consignment of their vintage or designer clothes. Our simple and convenient process allows you to make room in your closet and earn money while we take care of the details!

Here's how it works:

### FIRST STEPS

1. Email us a list of the items you wish to consign. We need the brand and category of each item. Once they are approved by our team, you may continue with the steps below.

\*List Example: Chanel, Jacket

### 3 WAYS TO RECEIVE YOUR FREE VALUATION

- A. Mail us your items.
- B. Schedule a drop-off at our location.
- C. Schedule a free in-home pick up if you are located in San Diego, Orange County or Los Angeles County.

We'll need a completed and signed copy of this form before we can start the consignment process, so please include this agreement in the box of items you mail to us. You may also email it to us.

### WHAT WE'RE LOOKING FOR

We accept high-end authentic designer and vintage women's clothing in gently used condition. Luxury brands like Prada, Gucci, and Chanel are of particular interest to us. We also love exceptionally unique pieces and vintage items, so if you have something incredible like a sequined dress or fringe leather jacket and you're curious about its

resale value, don't hesitate to ask us via email or phone during our business hours. In addition, we consign plenty of contemporary brands such as Nanette Lepore, Theory, DVF, and BCBG. However, certain mass market labels do not have the resale value we are looking for, so please review the list of items we do not sell.

In addition, authenticity is of the utmost importance to us, so please do not attempt to consign items with designer labels if you aren't certain they are authentic. If you attempt to consign an inauthentic item with us, you will be charged a \$20.00 fee per inauthentic item on the next scheduled invoice, and you will be expected to pay the return shipping on your item, should you choose to have it returned to you.

### COMMISSION STRUCTURE

Selling Price	Under \$200	\$200-\$499	\$500-\$999	Over \$1,000
Your Commission	40%	50%	60%	70%

### PAYMENT

You will be paid at the end of the month for all sales that occurred between the first and last day of the month. Your payment will account for the completed sales from the previous month. (E.g. You will be paid in March for sales that occurred during the month of February). Sales are considered completed after the 14 day return policy has expired. You can choose to receive your payment in the form of a mailed check or via Paypal.

### THE LISTING PROCESS

We create an inventory of each item that comes into our facility and we take the process of photographing your garments in the best light and creating a compelling listing very seriously. This process will take up to two weeks. If at any point you're wondering about the status of your listing, please don't hesitate to give us a call for an update.

### CONSIGNMENT PERIOD

Our consignment period lasts for 120 days. After 120 days, you are responsible for picking up your unsold items. If you choose not to pick up your items within the 120 day period, they will become property of The Diamond Hanger. By signing this form,

you are agreeing that The Diamond Hanger is authorized to set prices and sell the consigned items with no additional authorization from you.

**CONTACT INFORMATION**

**First Name:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

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

**Mailing Address:**  
\_\_\_\_\_  
-

**Phone Number:** \_\_\_\_\_

**PREFERRED PAYMENT METHOD (Check One)**

Paypal

Paypal Email Address: \_\_\_\_\_

Mail a check

**IF ITEMS DO NOT SELL (Check One)**

I will pick them up before contract end-date

Please donate them for me

ITEMS CONSIGNED

ITEM	BRAND	SIZE	COLOR
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

## ADDITIONAL TERMS AND CONDITIONS

This consignment agreement replaces all prior agreements and representations of our consignment policy. No agreements that are not stated in this document are legally binding, and failure to enforce these agreements by either party is not a waiver of this consignment agreement. Any changes to this agreement must be written and approved by both The Diamond Hanger and the consignor in order to be considered valid

By signing this agreement, the consignor is stating that they are over 18 years old, the legal owner of the consignment items and/or that they have the legal right to sell the items. The consignor is also stating that the products they are consigning are not in violation of any laws or administrative regulations.

By signing this document the consignor agrees that in the event of damage or theft, The Diamond Hanger is not responsible for damaged or stolen items under any circumstances.

The consignor hereby agrees that The Diamond Hanger has a marketable title to the products and they are not subject to any liens or other encumbrances and further warrants whatsoever. The consignor hereby agrees to indemnify and hold harmless The Diamond Hanger from all damages, suits, litigation, awards and costs, including but not limited to attorney's fees that may arise out of the display or sale of the products.

If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

Consignor hereby agrees to all terms and conditions and fully understands the consignment services as offered by the seller outlined in this document.

**Term of contract start date:** \_\_\_\_\_ **End date:** \_\_\_\_\_

Consignor Name (Print): \_\_\_\_\_

Consignor Signature: \_\_\_\_\_

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