



1225 Ken Pratt Blvd Longmont CO 80501 | info@lifestyleconsignments.com | 303-485-2617

### Consignment Agreement

1. Consignor represents and warrants that Consignor is authorized to consign the Item(s) listed on the intake sheet, subject to the terms of this agreement. Furniture, home décor and jewelry are consigned for 90 days, clothing, shoes and accessories are consigned for 60 days unless agreed to by the consignor and Lifestyle Consignments (LC) to modify the term due to seasonality or "fit".
2. Consignor and (LC) agree that the price at intake shall be the "Initial Price". LC sets the prices but invites consignor input. Prices are determined by original cost, age, condition, style and demand.
3. Consignor will retain ownership of Item(s) until sold by LC, or until **5 days** after expiration date at which time Items not picked up **SHALL become property of LC**. Consignor is responsible for retrieving unsold Item(s) within 5 days of the consignment period, LC does NOT notify consignor at the end of the consignment term. After the 5 days LC may dispose of any unclaimed Item(s) **without notice** to Consignor and without any liability of LC to Consignor. Clothing, shoes and home décor items found to be unmarketable after intake shall be donated without notifying consignor. \_\_\_\_\_initials
4. Consignor will hold LC harmless for damage to or theft of any Item(s) and from claims of injury or damage resulting from the sale or use of any consigned Item. \_\_\_\_\_initials
5. **Only in the first 30 days, Item(s) may be sold with a published "10% off discount coupon" discounting the Item only up to \$25.00 off Initial Price.**
6. **After 30 days, unsold Item(s) will be automatically discounted 15% off Initial Price. The price of furniture and home décor Items not sold within 60 days will be reduced by an additional 15%. Jewelry is not automatically discounted. Jewelry can be marked down during periodic sales.**
7. LC adds a nominal Buyer's Fee to the selling price for handling expenses, this does not affect the consignor's split.
8. Consignor will receive 50% of final sale price of furniture and fine jewelry Item(s) sold, and 40% of home décor, clothing shoes, jewelry and accessories and non-furniture Item(s) sold, excluding the Buyer's Fee.
9. Consignor payments of \$25 or more and sales reports will be mailed by the 15<sup>th</sup> day of the month following the month in which an Item is sold.
10. LC may retain cost of labor and materials from Consignor's payment for any cleaning or repairs required to improve the sale value of the Item(s). \_\_\_\_\_initials
11. LC is not responsible for delayed or misdirected mail due to incorrect address, US Postal Service error or Consignor's failure to advise LC of address change. Consignor shall pay a \$35 fee to replace a lost check.
12. LC charges a \$1.00 check processing/postage fee, and splits the cost of credit card fees. Consignor email access is available for \$1.00 per month. Checks must be cashed within 90 days of issue date. **Money owed to consignor from checks not cashed within 90 days of remittance is forfeited.** Non-cashed checks are subject to a stop payment fee (\$35) charged to the consignor. Additionally there is a \$10 a month fee imposed on non-cashed checks, up to but not exceeding the amount of the check. \_\_\_\_\_

**My signature below confirms that I have read the terms of this contract and agree to them.**

Name: \_\_\_\_\_ ACCT# \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Signature, Lifestyle Consignments: \_\_\_\_\_

Notes \_\_\_\_\_