

Encore's Consignment Agreement

TERMS for FURNITURE or GOODS

- **Consignment Agreement**, hereinafter referred to as "**Agreement**," is good for a period of ninety (90) days, the end of which **Encore Consignment Gallery, LLC**, hereinafter referred to as "**Encore**," located at 287 Lamp & Lantern Village, Town and Country, MO 63017, reserves the right to extend Agreement beyond ninety (90) days without prior notification or until consignor decides otherwise.
- Encore reserves the right to split items from a group, if so deemed best maximum sales potential.
- Consignors retrieving item (s) within the first sixty (60) days of agreement may be assessed a service fee of ten percent (10%), which is due prior to release of item (s).

PRICING

- Encore determines merchandise pricing based on current styles/trends, condition, age, brand, customer demand and/or current fair market value. A service fee is added to each item which is paid for by the purchasing customer. At all times, Encore endeavors to secure the highest possible resale dollars for its Consignors within the first thirty (30) days.
- Consigned item (s) are subject to periodic markdowns after thirty (30) days of Agreement initiation. Price reductions are typically twenty percent (20%) every four (4) weeks. Item (s) priced \$50.00 (fifty dollars) or less are subject to reduction at any time as deemed best to maximize a sales potential versus a later loss of revenues or its donation.
- Encore advertising or promotion/discount coupons or in house store promotions presented by a shopper are deducted from current retail at time of item (s) sale.

SALES & PAYMENT

- Item (s) sold within the first sixty (60) days, consignor receives fifty percent (50%) of final selling price, minus sales tax collected.
- Items (s) sold from sixty one (61) to ninety (90) days, consignor receives forty five percent (45%) of final selling prices, minus sales tax collected.
- Items sold after being extended beyond ninety (90) days shall net the consignor forty percent (40%).
- Store Credit: consignors wishing for store credit receive an additional ten percent (10%) of sale of item (s) toward future store purchases.
- Payment of Sold Merchandise: a check for payment is made and available for pickup at the store on the 10th of each month following the month that the item (s) sold. Checks not picked up within a month can be mailed to consignor at consignor's request. Out of state consignors checks are mailed automatically.
- Item (s) selling for less than twenty five dollars (\$25.00) are not processed until consignor requests check or other items are sold to raise the total payable amount to exceed twenty five dollars (\$25.00).
- Consignor is at all times responsible to advise Encore of address change (s). Encore is not held responsible for lost checks or misdirected mail. Requests for replacement checks shall be honored, however standard bank fee of thirty dollars (\$30.00) shall be assessed the consignor. ALL checks NOT cashed within one hundred and eighty (180) days of issue will be voided. Credit equal to amount of check (s) payment (s) shall be credited to consignors account toward future store purchases.

ITEMS NOT SOLD or CLAIMED

It is the responsibility of the consignor to monitor their Agreement expiration date. Whereby, item (s) not sold or claimed within ninety (90) days will be subject to a maximum of seventy five percent (75%) reduction so as to secure its sale or will be donated to one of the designated charities at Encore's discretion. At the consignor's request, Encore will make available a tax deduction form for any item (s) donated to charities including value (s) less than fifty dollars (\$50.00). Receipt will be available at store for pickup or fax only. For item (s) that the consignor wishes to pick up, they are responsible for locating their item (s) within the store, picking them up and/or scheduling delivery within seven (7) days. Any accessed fees that have been applied must be paid in full prior to release of item (s). Any/all item (s) remaining after 3 1/2 months becomes the property of Encore for distribution/donation.

DAMAGES & LOSS

Encore makes every effort to do its best to protect consigned item (s) from damages, loss or theft. Consignor further agrees and holds harmless Encore from any liability for due cause for any/all damages, loss or theft, whereas, may be due to actions of others. Additionally, whereas, item (s) at all times remain the property of consignor, Encore understands that consignor assumes the risk of loss, damages or theft of those item (s) and those item (s) are insured through the consignor's own insurance policy.

EARLY TERMINATION

Any/all item (s) retrieved by consignor within the first sixty (60) days of agreement may be assessed a handling fee of ten percent (10%) of ticketed price or five dollars (\$5.00) whichever is greater and due payable prior to release of item (s). Consignor is responsible for locating item (s) to be picked up and all item (s) shall remain available for sale until item (s) are picked up by consignor. Any item (s) requested to be removed from inventory must be picked up within twenty four (24) hours.

ADDITIONAL TERMS

- Consignor warrants that he/she is the owner of item (s) to be consigned and is otherwise legally entitled to sell designated item (s). Item (s) must be clean, free of odor, in good to perfect condition and in workable order. A minimum \$35.00 (thirty five dollars) fee is rendered for cleaning and/or repair of item (s) otherwise not presentable for resale and such fees shall be deducted from the sale of such item (s). At all times, it is the discretion of Encore to determine conditions acceptable or presentable for resale.
- Encore may terminate all or part of this agreement at any time for due cause as so determined by Encore and without penalty of fee (s) to consignor. Such determined cancellations require consignor to arrange for pickup or delivery of item (s) within seven (7) days and are at consignor's expense. If not picked up within seven (7) days, item (s) shall become the property of Encore, whereby, made available for charitable donation/distribution.

This Agreement is subject to change without notification.

If you have any questions, please feel free to email or call **Encore Consignment Gallery** at **(636) 220-9092**.

Encore Consignment Gallery, LLC

287 Lamp & Lantern Village

Town and Country, MO 63017

Phone: (636) 220-9092

Email: info@encorestl.net

Email Photos: photos@encorestl.net