

Consignor ID:

Password:



287 Lamp & Lantern Village | Town and Country MO 63017 | 636.220.9092 #1 | Text Images: 314.760.2507
10821 Manchester Rd | Kirkwood MO 63122 | 636.220.9092 #2 | Text Images: 314.732.2083

www.encorestl.net

Check your account balance:

Town & Country: encoretc.consignoraccess.com/login | Kirkwood: encorekw.consignoraccess.com/login

Email Photos to: photos@encorestl.net

CONSIGNMENT AGREEMENT

Consignor's Name:

Mailing Address **including ZIP:**

Telephone:

Email Address:

**we will add you to our permission-based email mailing list

Contract Start Date:

Contract END Date:

*Items not picked up within 7 days will be donated

OKAY to AUTOMATICALLY DONATE *items? YES NO

*Items dropped off BUT NOT ACCEPTED for CONSIGNMENT/NO THANK YOU (NTY)

1. Retained Fees:

- a. Upon sale, Encore Consignment Holdings, LLC (**ECH**) will retain:
 - i. 50% on furniture
 - ii. 60% on all other items

b. A 5% buyer's fee will be added to each item. No portion of this fee will be paid to the Consignor.

2. Pricing:

- a. **ECH** will determine the original and final selling prices.
- b. **ECH** reserves the right to offer promotional, discretionary and/or conditional discounts on any item.

3. Length of Term:

- a. The consignment term is defined as **60 calendar days**.
- b. The Consignor will be charged \$25. penalty for any item retrieved prior to the end of the consignment term.
- c. If an item is not sold within the **60-day** consignment term, the Consignor must retrieve the item within **THREE (3) days**. The item may remain for sale until the item is retrieved.
- d. **ALL items consigned but not sold within 60 days** (and three **(3)** day grace period) will be **processed for donation and WILL NOT be returned** to the Consignor.
- e. It is the **Consignor's RESPONSIBILITY** to **REMEMBER** the **DATE** of retrieval for eligible items. **ECH is NOT** required to send reminders. **Online account access is available to each consignor at no charge.**
- f. **ECH** may terminate the Consignment Agreement at any time without penalty.

Initial

Initial

4. Liability:

- a. **ECH** will take all normal precautions to safeguard consigned items.
- b. **ECH** DOES NOT ASSUME LIABILITY FOR LOSS, DAMAGE, or DESTRUCTION OF ANY CONSIGNED ITEM. THE CONSIGNOR IS AWARE ITEMS WILL BE AVAILABLE FOR PUBLIC HANDLING.
- c. By signing this contract, Consignor gives **ECH** the Right to Press Charges for Criminal Theft & Damages to Inventory.

Initial _____

5. Delivery & Pick-up of Merchandise:

- a. **ECH** does not offer delivery and/or pick-up services. If staffing allows, we will offer assistance entering and exiting the shop's premises.
- b. **ECH** does not assume liability for loss, damage, or destruction caused by any loading, unloading, and/or delivery service provider at any time.

6. Consignment Payouts:

- a. **ECH** will issue payments to Consignors for all sold items in each calendar month on the 10th day of the following month after the sale.
- b. Consignors will **NOT** be notified upon the sale of an item. It is the Consignor's responsibility to check the item's status by calling **ECH** or by checking account activity online.
- c. Checks are NOT automatically mailed and should be picked up by the Consignor. If the Consignor prefers the check to be mailed, the Consignor must notify **ECH**. If a check is lost in the mail or if a Consignor misplaces a check, the Consignor's account will be debited a non-refundable **\$35.00 reissue fee**.
- d. ****Checks are valid for 30 days ONLY**. Checks which are printed but not retrieved by the consignor within 30 days of issue shall be voided. A ONE-TIME courtesy check may be reissued or upon approval a STORE CREDIT may be issued for a "VOID over 30 days" check.
- e. A non-refundable fee of **\$1.50** will be deducted for each printed check payout.

Initial _____

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7. Condition of Consigned Items:

- a. **A cleaning fee will be assessed for any item(s) which needs to be cleaned.**

8. Ownership: By signing below, the Consignor confirms he/she is sole owner of all Items including all associated rights.

9. Encore Consignment Holdings, LLC reserves the right to change the terms of the Consignment Agreement at any time.

Initial _____

Consignor: _____ DATE: _____

Store Representative: _____ DATE: _____

Rev.2023-11-12 RV