

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 10% 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.
- g. **ECH** may transfer Consigned items between locations at our discretion. Consignors will not be notified as Consignors may check their item(s) status online.

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.

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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.

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Consignor: _____ DATE: _____

Store Representative: _____ DATE: _____

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