

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:

Email Photos to: photos@encorestl.net

CONSIGNMENT AGREEMENT

Consignor's Name:

Mailing Address including ZIP:

Telephone:

Email Address:

Contract Start Dates begin on the day each item is entered.
Contract End Dates are 120 days after item has been entered.

OKAY to AUTOMATICALLY DONATE "No Thank You" items? **YES NO**
OKAY to AUTOMATICALLY DONATE "Expired" items? **YES NO**

1. Retained Fees:

- a. Upon sale, Encore Consignment Holdings, LLC. (**ECH**) will retain:
- i. 60% on all Furniture and Home Décor.

- 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 **120 CALENDAR DAYS**. Pricing structure is as follows:
- Item at full price days 1 – 29.
 - Item at 10% discount days 30 – 59.
 - Item at 20% discount days 60 – 89.
 - Item at 50% discount days 90 - 120. Items may be retrieved during the 90-120 day term.
 - Items not retrieved after 121 days become **ECH** property.
- b. Items priced under \$25. will not be discounted. Store-Wide sales events may apply.
- c. Holiday items are not discounted and must be picked up within three days after the holiday or they will be donated.
- d. The Consignor will be charged a \$25 fee for each item retrieved prior to the 90th day of the consignment term.
- e. **ECH** will **NOT** call or send reminders. It is the Consignor's RESPONSIBILITY to **NOTE** the **DATE** of retrieval. 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.**

4. Consignment Payouts:

Initial

- a. **ECH payouts will become "STORE CREDIT ONLY" 120 days after first payout date. ECH does NOT notify Consignors regarding activity or payment.**
- b. **ECH** will process available funds on the last day of each month. Checks are available for pickup on the 10th day of the month following your sales.
- c. Funds under the amount of \$31.50 can be rolled over or can be paid in cash on/after the 10th.
- d. Checks should be **picked up** by the Consignor. If the Consignor prefers the check to be mailed, **ECH** must be notified. If a check is lost in the mail, or misplaced, there is a **\$35.00 reissue fee**.
- e. ****Checks are VALID for 30 DAYS ONLY which includes processing time. ALL payouts are reprocessed as "STORE CREDIT ONLY" 120 days after first payout date.** We do NOT contact our consignors when payouts are processed.
- f. A non-refundable fee of **\$1.50** will be deducted for each printed check payout.
- g. **All "STORE CREDITS" EXPIRE ONE YEAR after DATE ENTERED.**

Initial

5. Liability:

- a. **ECH** DOES NOT ASSUME LIABILITY FOR LOSS, DAMAGE, or DESTRUCTION OF ANY CONSIGNED ITEM.
- b. By signing this contract, Consignor gives **ECH** the Right to Press Charges for Criminal Theft & Damages to Inventory.
- c. During the contract, no cross-listing is allowed.

6. Condition of Consigned Items:

- a. **ECH** has the right to refuse items pre-approved through e-mail/text, after delivery.
- b. **A cleaning fee will be assessed for item(s) which need to be cleaned.**

7. Delivery & Pick-up of Merchandise:

- a. **ECH** does not offer delivery and/or pick-up services.
- b. **ECH** is not liable for loss, damage, or destruction caused by any loading, unloading, and/or delivery service provider at any time.

8. Ownership:

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

9. HANDBAGS:

- a. Upon sale, **(ECH)** will retain 50% on Handbags.

10. JEWELRY:

- a. Upon sale, Encore Consignment Holdings, LLC **(ECH)** will retain:
 - i. 40% on all FINE JEWELRY
 - ii. 60% on all COSTUME JEWELRY
- b. Discounts / Markdowns do not apply to FINE Jewelry.

Initial

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

Consignor: _____ DATE: _____

Store Representative: _____ DATE: _____

Rev 2025-09-09 RV