

VNTG Place CUSTOMER AGREEMENT

The terms and conditions in the agreement apply to all services supplied to you, our customer, by VNTG Place.

1. Our services. We will provide you with one or more of the following

(a) Consignment: We will: (i) prepare an itemized inventory of your consigned items; (ii) pick up and transport your items to our Marketplace (pickup fee applies); (iii) display, market and sell your items in the Marketplace, Online store and at VNTG Place design entities in a manner we determine; (iv) maintain a current inventory of your items, which will be available to you on our customer portal; (v) present or deliver, as appropriate, the items to any buyer; (vi) collect the sales price from the buyer; (vii) deduct a 50% consignment fee from the actual sales price; and (viii) send you a payment equaling 50% of the actual sales price less the content management fee within 30 business days after the sale of each of your items.

Your Initials (a):

(b) Donation: We will: (i) receive and accept the donated items on behalf of your selected charitable organization from our list of non-profit partners; (ii) prepare an inventory of the donated items; and (iii) provide you with the documentation and other information needed to claim a charitable contribution deduction on your income tax return.

Your Initials (b):

(c) Cleanout: We will remove from your location all items that you designate which are not suitable for furniture consignment or donation via VNTG Place resale. We do not handle cleaners, chemicals, paints, or construction debris. The items that are not salable or are not on the itemized list for consignment or donation will become the property of VNTG Place to sell, discard or donate to another non-profit organization at our discretion. The non-salable items are separate from those described above being sold for consignment value or donation value.

Your Initials (c):

(d) Staging: We will perform home staging services, as detailed in the attached Staging Services Rider, which is incorporated by reference into this Agreement.

Your Initials (d):

Customer Initials

- (e) **Moving:** We will move your belongings, as outlined in the separate Moving Services Rider, which is incorporated by reference into this Agreement.

Your Initials (e):

2. Your charitable donation. You have selected the following non-profit organization to receive your donation, including a donation at the termination of a consignment period:

You understand and acknowledge that you are solely responsible for following all applicable tax laws when claiming a tax deduction for any items donated.

3. Your Promises

a. You promise that you (i) own or have authority over all items that you intend to move, consign, donate, or clean out and (ii) have the authority to enter into this agreement.

b. You promise that you have described the nature and quality of the Items truthfully, accurately, and completely.

c. You promise that the Items are insured under your, or another person's, homeowner, rental, or liability policy.

d. You promise to let us do what we do best. Whether it's marketing and selling your consigned items, helping you downsize or organize, or moving you to a new home, we will create a plan designed to get you the best economic outcome we can.

e. If another person seeks to hold VNTG Place liable for damages or costs resulting from something you did (for example, if you breach any agreement with us, violate a law, or violate another person's rights to the Items), you promise to indemnify and hold us harmless from such claim, or demand that is made by any other person.

4. Our Promises

a. We will provide our services to you as described in the attached proposal(s) and/or agreement(s).

b. We will take good care of the Items while they are in our possession.

c. We will maintain appropriate and adequate insurance policies so that your Items are covered for loss or damage.



d. We make no other implied or unstated promises or warranties not included in these terms and conditions, proposals, or agreements.

5. Damages. If any Items are damaged as a result of our negligence, we will either (a) repair the damaged items, or (b) pay you the consignment share of the agreed-upon consignment price of the item damaged, at our discretion. We are not responsible for any other damages, incidental or consequential, that may arise.

6. Exclusive rights. For a period of four months, you give us the exclusive, worldwide right to market and sell your Items. You promise that your Items are not, and will not, be listed for sale with any other retailer or through any service or platform (such as eBay, Craigslist, or classified ads) during the term of this agreement.

7. How we will price your goods. We have set the initial sales price for each of your Items as detailed on the attached Consignment Inventory. We reserve the right to reprice your items, up or down, once they reach our warehouse and are inspected by our content team. We may reprice items higher or lower without your approval if after inspection the condition of the items warrant. If your item is procured and it's condition is not worthy of the agreed consigned price and warrants a reduced original selling value you will be informed. We will not consign merchandise that has an original selling value less than \$100.00. We will accept lower valued merchandise on donation. You agree that we may accept offers to buy any of your items for 90% of the sales price then in effect. The sales prices for your Items will be periodically reduced, per the Consignment Pricing Schedule. VNTG Place reserves the right to include your consigned merchandise into selling promotions from time to time that may reduce the current selling price of your items by up to 30%. We will deduct \$20 per item from your share of the proceeds to cover content management, photography and national marketing for online enablement and sales for your consigned merchandise. \$99 furnishing pick up fee is required for 10 items or less. \$199 pickup fee applicable for larger consignment pickups greater than 10 items.

8. Consignment Pricing Schedule. The initial price, as above, is the selling price in our Marketplace. Thereafter, the price drops occur as follows

- a. Days 1 - 24 up to 10% reduction tied to in-store promotions and make an offer.
- b. Days 25 - 61 price is reduced 20% from the initial price
- c. Days 62 - 98 price is reduced 30% from the initial price
- d. Days 99 - 120 price is reduced 40% from the initial price

9. Terminating the consignment. You or VNTG Place may terminate the

consignment agreement after giving seven days prior written notice to the other party. If you terminate the consignment agreement, you will be charged a termination fee of \$150.00 for each consigned Item; this fee enables us to recover the costs we have incurred for transporting, processing, repairing or refurbishing, marketing, and displaying your Items. Once this agreement is terminated, we will:

- a. Remove all Items from the physical Marketplace and Online Store
- b. Complete all sales pending after notice of termination was received
- c. Deliver a final statement showing any all Items sold and all fees deducted.
- d. Send you a payment or invoice, as required

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10. What happens if your consigned Items do not sell. If any of your consigned Items have not sold after four months, either of the following can be chosen.

a. You release the item for donation to the VNTG Place nonprofit organization selected. VNTG Place is an authorized agent for the list of nonprofit organizations attached. 20% of the net proceeds of the eventual sales will be given to the nonprofit organization you select.

b. Within five business days after the end of the consignment term, you may pick up your items, with 48 hours advance scheduling. If this option is chosen, the \$150 termination fee will be applicable.

11. Your payment. You will be paid within 30 business days after the sale of each of your items.

12. Our communications. We both agree to use email as our primary method of communication about this agreement and our services.

13. Some contractual details.

a. **Waiver of our contract rights.** Either of us can choose not to enforce any of our rights under this agreement, without limiting or waiving those rights in the future.

b. **Applicable law.** Our agreement is governed by the substantive law of the State of Ohio. If either of us files a lawsuit, it will be heard in a state or federal court located in Cuyahoga County, Ohio. You agree to waive your right to file or try to move any lawsuit to any court outside of Cuyahoga County.

c. **What happens if you breach this agreement.** If you breach any of the provisions of our agreement, we may, at our option, immediately remove the items from our Marketplace and Online Store; suspend or terminate our consignment

services, or refuse to provide you with consignment services in the future.

d. We want this agreement to be valid. If one part of the agreement becomes unenforceable or invalid as a result of a court decision or a change in law, the rest of the agreement will continue to be valid, to the extent possible. The terms and conditions of our agreement will change, as necessary, to maintain its validity.

e. This is our final and complete agreement. These terms and conditions, and any other proposals, contracts, lists or other documents attached to them, constitute the full and final agreement between you and VNTG Place, and supersede anything that was said or written before we entered this agreement.

f. Future changes. You and VNTG Place can change this agreement, but only if the changes are in writing and signed by both parties.

g. Assignment to others. Neither you nor VNTG Place can assign their rights and obligations under this agreement to another person without the other's written consent.

Customer Information

Name:

**Street
Address:**

**City,
State,
Zip:**

Phone(s):

Cell:

Email:

Signature and Date: