

Seams to Fit™ Consignment Agreement

This Consignment Agreement (“**Agreement**”) is between Seams to Fit LLC, an Oregon Limited Liability Company (“**STF**”), and _____ (“**Consignor**”). The following Agreement outlines the relationship between STF and Consignor. Please read the following carefully and do not hesitate to ask any questions.

A. Pricing. STF makes the final selection regarding all items placed on consignment. STF sets prices on all consigned items based on the current resale market. You will receive an inventory list via email after we have processed your items (the "Inventory List"). STF researches and provides valuation for **all** of Consignor's items. If STF has researched and valued Consignor's items and Consignor chooses not to consign with STF, a **\$20.00 fee** will be assessed and is immediately due upon Consignor's retrieval of the valued items.

B. Fees and Price Reductions. When an item is sold, Consignor receives 50% of the selling price. If an item sells for \$499.00 or more, Consignor receives 60% of the selling price. Prices on consigned items are marketed at full price for the first 30 days, and will be reduced between 20-50% off during the remaining two months at Seams to Fit’s discretion. (the "Markdown Rules"). This period begins the date we start to market the items online. Clients have the right to pull items off contract 90 days after the Inventory List has been sent to them. The only exception to the Markdown Rules are fine jewelry and luxury handbags (items priced at \$499 or higher); these items will be reduced 20% after 30 days on the website ONLY.

C. Consignment Period and Donation Policy. All items are consigned for 90 days. Items cannot be returned to Consignor before the end of the 90-day consignment period (the "Consignment Expiration Date"). The Consignment Expiration Date is not applicable during the pandemic, but clients are allowed to retrieve inventory 90 days after being sent the Inventory List. If items remain after the Consignment Expiration Date, Consignor can choose to donate unsold items to our partner charity, The Assistance League of Portland. **Unsold items not picked up within two weeks of being contacted about expiration are donated _____ (Please initial).** Consignor will receive a donation receipt for the full amount the item was marketed for at STF.

D. Payment to Consignor. A check will be issued to the client at the Consignment Expiration Date. If all of Consignor's items sell before the Consignment Expiration Date, a check will be issued within 30 days. If client requests, credit is available at any time or a check can be issued, at most, once per month during the consignment period.

E. Condition of Consigned Items. Consignment items should come in clean, pressed, or neatly and in sellable condition. **Any dry cleaning, appraisal or repair charges will be deducted from the consignor’s account.** STF reserves the right to donate any items found to have noticeable stains or flaws two weeks after we have contacted the Consignor and Consignor has failed to either contact STF or pick up consigned goods.

F. Limitation of Liability. STF takes all commercially reasonable measures to protect the consigned items, however, STF accepts no liability and is not responsible financially or otherwise for any consigned goods while in the possession of STF, including, but not limited to, fire, theft, or damage.

G. Consignor's Legal Title in Consigned Items. Consignor attests that they have legal title to and are in legal possession of all items that are being consigned at STF and that the items are authentic. _____ (Please initial).

I have read and agree to the above terms:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Consignor Signature and Date _____

Number of items consigned _____ Donate? Yes ___ No ___ (Please Initial)