

RESIKLO

Resiklo Design LLC Consignment Contract (With Storage: 45/55 Split)

Please review and complete the "Consignment Contract". If you agree to the terms, sign and initial where indicated below, and return to Resiklo Design LLC ("Resiklo Design") prior to delivery of any approved items.

Consignor ("You") represent and guarantee that you are the true and lawful owner of the items listed on the Inventory Form attached to this Consignment Contract, and that You have the right to sell the consigned items to Resiklo. In the event your representation as to ownership of any item is contested, You agree to indemnify Resiklo Design and hold it harmless from any claims or losses, including reasonable attorneys' fees incurred in defending any claim.

Consignor's Name: Date:

Address: Apt/Suite#:

City: State: Zip Code:

****Checks will be sent to the Consignor at the address provided above****

Authorized Contact Name:

Email:

Telephone: Cell:

Payment: Will be made on the 15th of each month for all sales made during the previous month.
Example: all items sold in the month of January, checks will be mailed on February 15th.

Initial Term: 60 Days from receipt of each consigned item. Items are offered at the initial selling price indicated on the approved "Final Inventory Form".

Renewal Term: Continuing 60 Day Renewal

(**Initials**) At the end of the Initial Term, the Term will be automatically renewed for an additional 60 days (with continuing 60 day renewal Terms) unless terminated by either party in writing (email to suffice) on or before each renewal date. If the Term is renewed, Resiklo Design LLC reserves the right to reduce the original selling price by 20% on each unsold item remaining at Resiklo after the Initial Term expires and up to an additional 20% reduction for each subsequent 60 day renewal term. If you do not agree to reduce the selling price after initial 60-day term, all unsold consigned items will be removed from the website. The consignment contract will be considered terminated.

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Percentage/Split: You hereby agree that Resiklo Design and You will split the final selling price 45%/55%, i.e. 45% to You and 55% to Resiklo Design. You further agree to be responsible for bank fees for re-issued checks or other deductions that are mutually agreed upon in writing, (i.e. repairs & cleaning) which shall be deducted from the Consignor's share of the final selling price prior to payment.

Pricing: The initial retail sales price will be presented by Resiklo Design and will be mutually agreed upon by You and Resiklo Design LLC. A minimum reserve price will be confirmed by Resiklo Design and the Consignor for buyers that offers a lower price. You have 2 days to agree or contest the initial sales & minimum price. If you do not reply within 48 hours, the prices are deemed approved and you agree that the item may be sold by Resiklo Design. Resiklo Design reserves the right to sell items to authorized Trade, Dealers and Designers at a discount of the agreed reserved price.

Delivery: You are responsible for the arrangements and shipping and other costs of delivering your Items to Resiklo Design at the address listed below. Resiklo Design agrees to take possession of such Items for the Term (and any Renewal Term, if applicable) of this Consignment Agreement or until the Items are sold to a new owner, Reclaimed by the Consignor, or donated as detailed above. Resiklo Design has the right to refuse any item deemed unacceptable for consignment.

Termination: This Consignment Agreement may be terminated at any time after the Initial Term, by notice (email to suffice) by Consignor or Resiklo Design LLC. If any Initial or Renewal Term is not renewed, unsold Items must be reclaimed by You within ten (10) days of the end of the Term.

Insurance: You agree to maintain fair market value insurance on the consigned items during the Term of this Contract. You further agree to hold Resiklo Design harmless, and to indemnify and release Resiklo Design from any liability arising from the loss or damage to any consigned item, unless such loss or damage is the result of Resiklo Design's direct negligence or deliberate mishandling.

Reclaim & Donate: Consignor is responsible for retrieving any unsold items by appointment with Décor NYC within 10 days of Termination. If you do not reclaim your unsold Items within 10 days of Termination, and have been notified in writing by Resiklo Design LLC to retrieve your Items, on day 11, the Items will be deemed abandoned by You and shall become the property of Resiklo Design LLC. All Items remaining at Resiklo Design facility are sellable at all times, until the item is donated, reclaimed or the contract is terminated. Consignor has the right to donate the remaining items to Housing Works (free delivery), and they will send you a tax credit form within 5-10 business days.

Consignor Name: _____ Signature: _____
Date: ___ / ___ / ___

Resiklo Design LLC Auth Rep: Lawrence Reyes Signature: _____
Date: ___ / ___ / ___