

Random Acts of Walbridge LLC

Consignment Agreement

To sell goods at **Random Acts of Walbridge, LLC, (RAW)** you must have a completed **Consignment Agreement** on file. Below outlines our terms of consignment. Please review this document before signing.

- RAW reserves the right to accept or decline any or all items at our discretion. At all times, merchandise is the property of the **consignor (you)** and will be treated as such.
- While Random Acts of Walbridge LLC will take every measure to ensure the care of your property, insurance should be maintained by the consignor to cover their goods while in our possession.
- All items must be **clean** and in desirable condition and quality for resale.
- Consignors must fill out an inventory list of all items they wish to consign with Random Acts of Walbridge LLC.
- A maximum of 20 items may be on consignment at one time. As items are sold, more may be brought in.
- Consignor agrees to allow RAW to use images of products for marketing purposes.
- RAW with the consignor will set prices for items brought in for consignment and determine when to discount prices.
 - However, consignor may set a "reserve price" on any item, ensuring its minimum sale price.
- Unless otherwise noted on this contract, the terms of this consignment agreement is **90** days.
- RAW agrees to pay the consignor **60%** of the selling price.

Items not accepted for consignment:

Clothing, Broken, Damaged or Non-working items, Firearms, Ammunition, Electronics such as cell phones. Random Acts will not accept items for sale for \$2.00 or under.

Repairs:

If minor cleaning or work needs to be done to an item to make it saleable, you will be charged a nominal fee which will be deducted from your proceeds.

Items over 90 days old.

It is the sole responsibility of the consignor to pick up consigned merchandise after 90 days. RAW will make every effort to contact you to pick up your returned items. Merchandise left longer than 180 days is forfeited and becomes the sole property of RAW.

Withdrawal of Property:

Consignors may, at any time (with 24-hour notice) remove any or all of their unsold items from the store.

Pricing:

Prices can be set by YOU or RAW. You must inform RAW if you would like to set a "Reserve" price.

Random Acts reserves the right to **reduce** or **increase** your "suggested price" by 20% at any time.

Payments:

Checks will be processed and mailed to the address on file by our payment processing service in the month following the sale of the item.

i.e. If your item sells in November, your check will be mailed in December.

Note: We have no control over bank and post office processing times.

Tax Reporting: If you make more than \$600 in a calendar year, we are required to file a 1099. If your sales go over \$600 and we do not have a W-9 on file, your check will be held until one is provided.

Seller hereby represents and warrants to Consignee (Random Acts of Walbridge) that it owns good title to the Personal Property, free and clear of all claims, liens and encumbrances, and Consignor/seller, for itself, its successors and assigns, does hereby and will warrant and forever defend the right and title to the Personal Property unto the Purchaser/Consignor, its successors and assigns, against the claims of all persons whomsoever.

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NOTE: To sell items at RAW you must provide a valid State or Federal photo ID showing a current address. Payment checks will only be mailed to the address appearing on your photo ID.

Consignor Information:

Consignor Name: (please print) _____

Company Name: (if applicable) _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (_____) _____ **Alternate Phone:** (_____) _____

Email: _____

Consignor's Social Media Handles: (if you would like to be included in Advertising Promotions)

WebPage: _____

Facebook: _____

Consignor Signature: _____ **Date:** _____

RAW Use Only:

Consignor ID #: _____ **Entered by:** _____ **Date:** _____ **PHOTO ID copied:** _____