Consignor Contract

On this date by signatures affixed below, Consignor enters a consignment arrangement (Contract) with Treasures Consignment Boutique and Thrift Shop of Saratoga Hospital.

___________________ (Consignor) is subject to the following Terms and Conditions. It is understood that Treasures will make reasonable efforts to sell all consignments through the Treasures shop. Treasures does not guarantee the sale of any consigned items.

Terms and Conditions

1. The Consignor will receive 40% of the selling price excluding special fees and taxes of all items sold through Treasures on Consignor's behalf.

2. If Consignor uses store credit for store purchases, the consignor will receive an extra discount equal to 10% of the amount of store credit used toward the purchase.

3. Treasures will set all prices and may reduce the resale price of any item at any time without prior notice to the Consignor. Treasures uses a Price Reduction Schedule of:
   - 20% reduction after 2 weeks
   - 40% reduction after 4 weeks

4. Following final inspection and entry into Treasures inventory, an itemized Received Summary Report will be printed detailing each item consigned and the starting sale price. These reports are available at Treasures for pickup during normal business hours. This list is also available online at www.MyResaleWeb.com. (choose Treasures of Saratoga as your store, then enter your consignor number and last name.) Your list of items will come up along with indications that the item is available or has sold.

5. Consignor guarantees that items brought in for consignment are legally theirs to sell, are in good to excellent condition, are in working order and have not been subject to any manufacturer's recalls. The Consignor shall indemnify and hold Treasures harmless in respect to the acceptance, sale and any use of consigned items. Treasures does not accept television sets or other electronic devices for consignment.

6. Each item consigned at Treasures will be consigned for a period of 45 days. Early withdrawal by the consignor will be subject to a special withdrawal item fee of 10% of the current ticketed price of item(s). Unsold items will be available to the Consignor with no early withdrawal fee during last 5 days of the consignment period. Consignor must pick their own items out of the available customer inventory and present them to the sales counter for tag removal. Any and all items not picked up before the end of the consignment period automatically become the property of Treasures.
7. It is the Consignor's responsibility to remember the consignment period expiration date. *Treasures will not contact* Consignor with a reminder of the expiration of the consignment period.

8. Once monthly, checks for monies due as outlined above shall be available for the Consignor. No check will be issued for amounts less than $10.00, unless account is being closed. Balances will remain in the consignor’s account until the amount due is larger than $10.00. Consignor has the option of picking up the check at *Treasures* or leaving a self addressed stamped envelope for mailing. Checks must be cashed within six months of the date of issue or they will be voided. Voided checks will not be re-issued and the funds will be considered a donation to *Treasures* Consignment Boutique and Thrift Shop. Consignor account balances remaining inactive for one year will be cancelled and the balance will be considered a donation to *Treasures* as well.

9. Consignor account balances remaining inactive for one year will be cancelled and the balance will be considered a donation to *Treasures*.

10. Consigned items may be removed from the available customer inventory at any time without prior notice to the Consignor at the discretion of *Treasures*. Said removed items will be available for Consignor pickup at the front desk.

11. *Treasures* reserves the right to refuse any item for consignment.

12. All consignments are at Consignor's risk. *Treasures* is not responsible for loss or damage to merchandise by cause due to, but not limited to, fire, water, vandalism, theft or negligent handling by customers. It is strongly suggested that Consignors carry appropriate insurance for items of significant value.

13. **IMPORTANT:** All consigned items must be new to near new, in excellent condition, cleaned, ironed and on hangers (if clothing) and saleable. We reserve the right to reject any and all items that are not to our standards.

I agree to the terms of this contract.

___________________________________________  __________________
Consignor Signature                      Date

PLEASE PRINT:

Name:  ______________________________________

Address:  ______________________________________

City, State  ___________________________ Zip: _______

Telephone:  ___________  Email:  ____________________

Please select one of the following (circle choice)

Proceeds by check

Proceeds by store credit

Revised: August 18, 2010