

The Art of Consignment :: Consignment Agreement

The Art of Consignment, LLC (The Shop)
617 E. Gutierrez St., Santa Barbara, CA 93103 805-755-9115
shop@theartofconsignment.com:: www.TheArtOfConsignment.com

Effective Date _____ Consignor _____

Address _____ Phone (_____) _____

City, State, Zip _____ Email _____

General

- **The Shop** is in the business of displaying and selling furniture, artwork and accessories on a consignment basis.
- Items are accepted for a 90-day consignment period, starting from the day that they are priced and placed on the sales floor. In order to keep inventory fresh and moving Amy Maloney operates a staging business where she may place consigned furniture and accessories in homes for sale as part of her staging service.
- Delivery and pick up is at the owner's expense _____ **Approved**

Commission

- I understand the split is **60%/40%** shop favored of the final sales price for item(s) sold within the 90-day consignment period which is based upon the net sales, not including any tax, delivery, or other service charges.
- Item(s) not sold within the first 45 days of consignment are marked-down 25% for an additional 45 days.
- I understand if I choose to continue to consign after initial 90 day period split is **90%/10%** shop favored. _____ **Approved**

Pricing

- **The Shop** will use best efforts to sell your item(s) for the best price, as quickly as possible. We strive to secure the best possible price for your item(s) based upon manufacturer, quality, condition and marketability of the piece. _____ **Approved**

Ownership

- All items consigned with **The Shop** remain the property of the Consignor. I certify that I am the rightful owner of these items and/or have the authority to sell them on consignment. I further agree to hold The Shop harmless for any disputes if this is violated. _____ **Approved**

Payment

- Checks can be picked up at the store after the 20th of the month for item(s) sold during the prior month.
- No cash settlements tendered. _____ **Approved**

Sales & Promotion

- Sales and promotions are at the discretion of **The Shop**. Items that require additional cleaning or repair will be deducted from the Consignor's portion of the proceeds from the sale. _____ **Approved**

Records

- While **The Art of Consignment** keeps records of all merchandise and transactions, it is the ultimate responsibility of the Consignor to maintain all records of consigned merchandise and call not less than once a month, after the 1st, to confirm sales, pickups, and contract expiration. _____ **Approved**

Liability

- While all reasonable efforts will be made to keep consigned items clean and safe from damage; **The Art of Consignment** assumes no liability and is not responsible for LOSS or DAMAGE to consigned articles from any loss from fire, water, theft, damage to or destruction of any item(s) consigned. We do not provide insurance. _____ **Approved**

Unsold Items

- The Shop retains the right to sell those items until they are removed by the consignor. Items left in the shop 7 days after the initial consignment period ends will be donated to a charitable organization at the discretion of The Art of Consignment.

UNSOLD items to be:

- [] **Returned** _____ **Approved**
- [] **Donated** _____ **Approved**
- [] **90%/10%** _____ **Approved**

Understood, Agreed & Approved

I have read this Agreement and agree to all of its terms.

Consignor Signature

Date