

# THE ART OF CONSIGNMENT ~ CONSIGNMENT AGREEMENT

617 E. Gutierrez St., Santa Barbara, CA 93103

mobile phone: 805-755-9115

e-mail: [shop@theartofconsignment.com](mailto:shop@theartofconsignment.com)

[www.theartofconsignment.com](http://www.theartofconsignment.com)

instagram: theartofconsignmentsb

CONSIGNOR \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_

CITY, STATE \_\_\_\_\_ 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 date when they are received, priced and placed on the sales floor. The consignment date and list of consigned merchandise could be verified with The Shop over the phone or by e-mail any time during the consignment period. **PLEASE MARK YOUR CALENDAR.**
- Delivery and pick up is at the owner's expense.

## PRICING:

- The Shop will use best efforts to sell consigned item(s) for the best price, as quickly as possible. We strive to secure the best possible price for these item(s) based upon manufacturer, quality, condition and marketability of the item.
- Consignor has responsibility to communicate their pricing expectations before or at the moment of delivery.
- Merchandise is discounted 15% per month up to 45% during 7 days pick-up window after consignment period expiration.

## OWNERSHIP:

- I certify that I am the rightful owner 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.
- Items unsold and remaining in The Shop after the consignment period are deemed **ABANDONED** and become the property of The Shop unless an additional agreement has been reached.

## CONSIGNOR PICK UP:

Items left in the Shop 7 days after the consignment period ends will either be **DONATED** to a charitable organization at the discretion of The Shop or become property of The Shop. Any revenue collected from any sale happening after 97 days from the consignment period start is considered **STORAGE COST COMPENSATION** and The Shop retains 100% of it. No exceptions.

## PAYMENT:

Checks are issued within 7 days after the end of the consignment period. Checks are valid for 90 days and if not picked up within 3 months get transferred into **STORE CREDIT ONLY**.

## RECORDS:

While The Shop keeps records of all merchandise and transactions, it is the ultimate responsibility of the Consignor to maintain all records of consigned merchandise. Mark your calendar and call the Shop at least monthly to confirm sales, pickups, and contract expiration.

## LIABILITY:

While all reasonable efforts will be made to keep consigned items clean and safe from damage, The Shop 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 consigned merchandise. Insurance is the Consignor's responsibility.

## COMMISSION:

- I understand the split is **60/40 shop favored** of the final sales prices for item(s) sold within the 90-day consignment period.

## UNSOLD ITEMS:

The Shop does its best to inform Consignor of time period of the Agreement, but its ultimately up to the consignor to know the date of termination.

## I HAVE READ, UNDERSTOOD, AGREED & APPROVED

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

CONSIGNOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_