

## Percy's Antiques & Vintage - Consignor Agreement

This Consignor Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, located at \_\_\_\_\_ ("Consignor") and 5671929301, LLC DBA The Inns at 8th and Main, and Percy's Antiques & Vintage, located at mailing address 214 E. Main Street, McConnelsville, Ohio, and physical address at 236 E. Main Street, McConnelsville, Ohio, ("Consignee").

Consignment Items: The Consignor agrees to consign the following antique and vintage items ("Items") to the Consignee for the purpose of sale:

(Include relevant details such as quantity, condition, estimated value, etc.)

Duration of Consignment: This Agreement shall commence on \_\_\_\_\_ and shall continue for 90 days unless otherwise terminated by either party in accordance with the terms herein.

Pricing and Sale: The Consignee shall determine the sale price of the Items in consultation with the Consignor. The Consignee shall make best efforts to sell the Items at the agreed-upon price or a price mutually acceptable to both parties. The Consignee shall retain 40% of the sale price as a commission for its services.

Items will be inspected at drop-off to ensure they are in the described condition and have no undisclosed damage.

AGAIN, all items must be clean and in great or excellent condition.

The consignment agreement is a 90-day contract period (with possible extension at our discretion). At the end of the consignment period, you will be instructed to pick up your items within three days, or they will be donated to the local charity donation station.

Items will be marked down 10-20% every 30 days for a maximum of 50% within the 90-day contract period.

You will receive a 40/60 split of the sale, meaning you get 60%, and we get 40% of the proceeds.

Payment: Consignee shall remit payment to the Consignor for the sold Item, as stated below, less any applicable commission and fees, such as credit card processing fees, and freight packaging.

We release funds of over \$50.00 each month on the 20th, and checks will be ready for pick up on the 21st or after that unless it is at the end of a contract period. We prefer to write larger checks vs. smaller ones, especially if you have several items on consignment with us.

Promotion: Consignee shall undertake reasonable efforts to promote the sale of the Items through its marketing channels, including but not limited to online platforms, social media, and physical displays.

Maintenance and Insurance: Consignee agrees to exercise reasonable care in the handling, storing, and displaying the Items. Consignor acknowledges that Consignee shall not be responsible for any loss, damage, or theft of the Items while in its possession. Consignor is responsible for insuring the Items against loss or damage during the consignment period.

Termination: Either party may terminate this Agreement upon [Termination Notice Period] days' written notice to the other party. Upon termination, Consignee shall return any unsold Items to the Consignor within [Return Period] days of the termination date.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Consignor's Signature]

[Consignee's Signature]

[Consignor's Name]

[Consignee's Name]