

SEQUELS Consignment Boutique

Consignment Contract

This agreement is made between you, _____, (the consignor) and Sequels Consignment Boutique. The consignor and Sequels acknowledge and agree that the consignor has provided goods described that meet all quality conditions listed below. These items are being placed for sale on a consignment basis, under the terms and conditions of this agreement:

1. Consignor agrees to the following condition standards:
 - a. No stains, outdated styling, holes, missing buttons or hooks, loose buttons or hooks, broken zippers, pilling, fading, worn collar or hem edges, fuzzing sweaters or cotton knits, loose or torn hems, or torn seams.
 - b. Providing items that are freshly laundered, wrinkle free, odor free and pet hair free.
 - c. Items in need of repair or cleaning may, without notice, be donated. DONATION RECEIPTS AVAILABLE ON REQUEST ONLY.
2. All items must be in one of the following conditions: New with Tags, Nearly New, Excellent, Good w/ Minor Flaw(must note flaw in item description)
3. In order to attract and keep a higher caliber of clientele Sequels reserves the right to accept merchandise they deem appropriate for the boutique.
4. Sequels will accept the following items ONLY if they are NEW either with tags attached or sealed in original box/shrink wrapped packaging: socks, tights & hair accessories.
5. Sequels agrees to pay the consignor 50% of the final sales price less taxes and/or additionally incurred fees for a cash payout. Sequels offers to pay the consignor 55% of the final sales price less taxes and/or additionally incurred fees when profits are used as an in-store credit.
6. Sequels agrees to use its best efforts to sell the goods for cash for benefit of the consignor. Sequels will account to consignor for such sales and mail consignor any money owed at the time of accounting, on or around the 15th day of each month for the prior month's sold items. In-store credits are available immediately upon sale of the consigned items.
7. Sequels will determine the selling price of all items based on condition, brand, style, size and demand. If you have a minimum you will accept for the items being consigned you must notify us on the item list and it must be pre-approved by a staff member at Sequels. We reserve the right to refuse the items if we do not feel we can obtain your asking price.
8. Sequels agrees to absorb any losses associated with returns of a consigned item. Returns will NOT be deducted from Consignor's commission/profits.
9. If items are not sold in the first 30 days, we will reduce the price by 25%. If at 61 days the item still has not sold, it will be placed in the Bargain category and will be discounted an additional 25% and remain there for 30 days. Sequels reserves the right to keep an item at original price if they deem appropriate.

10. On day 91 of consignment, we will either contact you to pick the item up or it will be donated to a nonprofit organization or charity. You must choose this option on your items list.
11. All unsold items must be picked up within 1 week from contact period. WITHOUT FURTHER NOTICE, items automatically become property of Sequels Consignment Boutique.
12. It is the consignor's responsibility to maintain all records of consigned merchandise and call not less than once a month after the 15th to confirm sales, pickups, and contract termination.
13. Each time you submit a new item to Sequels a new Item Information Form must be completed and you are entered into a new contractual agreement with Sequels.
12. Sequels is a clothing broker and cannot buy insurance for inventory it does not own. We are careful and trustworthy but assume no liability for fire, theft or damage.
13. Should a consignor wish to close his/her account, he/she must provide a written request with a 2 week notice. Any remaining items in Sequels possession can be picked up on Wednesdays or Thursdays. If notice to close the account is given and clothing is not picked up within 30 days, Sequels will donate the remaining items to a nonprofit organization or charity of Sequels choosing.
14. The terms and conditions of this contract will remain in effect until further notice.
15. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
16. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.
17. This agreement, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representatives or promises have been made except those that are set out in this agreement. The agreement may not be modified except in writing signed by all of the parties.

I, the consignor, have read and agree to the conditions and terms of this contract. I understand that Sequels has the right to decline consignment of any item it does not deem as meeting Sequels standards for any reason including those not listed in this document.

PLEASE NOTE: An items list will also need to be filled out and must accompany this form when dropping off clothing and other consigned items.

Consignor Name _____

Consignor Signature _____

Date _____

Sequels Consignment Boutique, Staff Member Name _____

Sequels, Staff Signature _____

Date _____

THANK YOU!

Tina Benington

Sequels Consignment Boutique / 153 E. Grand River / Williamston, MI 48895 / 517-579-8959