

IT'S CHIC AGAIN! CONSIGNMENT, LLC – MASTER CONSIGNMENT CONTRACT

It's Chic Again! Consignment, LLC appreciates your business and as one of our valued Consignors, we are committed to selling your designer items at the best possible price. So that we may operate efficiently, we ask that you comply with the following policies:

1. Consignments splits are dependent on the **final** sales price of fashion item. Consignor gets:

50% of the purchase price for a sale less than \$1000

60% of the purchase price for a sale above \$1,001

2. We accept Upscale designers, gently worn, no more than three years old, clean, free of odors, pressed, on hangers, and ready to be sold. It's Chic Again! Consignment, LLC, at its sole discretion, retains the right to have merchandise cleaned or repaired at the consignor's expense if items are deemed to not be "ready to sell". It's Chic Again! Consignment, LLC reserves the right to return any and all merchandise to Consignor prior to the expiration of the consignment agreement period and for any reason.

3. All fashion items will be priced at It's Chic Again! Consignment LLC's discretion. Fashion items will be consigned for 70 days. At our discretion, markdowns may not be applied to certain designer labels. Discounts are generally applied on fashion items if they do not sell after 30 days:

After 30 Days 25% off

After 45 days 50% off

After 60 days 75% off

4. If Consignor requires a specific sale price for his/her merchandise, the Consignor must explicitly state the required price. If the merchandise does not sell within 30 days at the Consignor's required price, It's Chic Again! Consignment, LLC reserves the right to discount the merchandise. The sale of the discounted merchandise will not affect the commission percentage earned by It's Chic Again! Consignment, LLC as outlined in paragraph 1.

5. It's Chic Again! Consignment LLC's reserves the right to hold sales events offering additional discounts. The sale of the discounted merchandise will not affect the commission percentage earned by It's Chic Again! Consignment, LLC as outlined in paragraph 1.

6. Checks are printed once a month for items sold the preceding month. **Amounts less than \$10 will be accrued unless an explicit check request is made. Checks are ready by the 10th of the month and an email will be sent to notify the Consignor when the check is ready for pick up.** It's Chic Again! Consignment, LLC is not responsible for any undelivered or mis-delivered emails. Checks can be mailed upon request. We are not responsible for any checks lost or stolen in the mail. Consignor is responsible for any stop payment fees prior to check reprint; currently this fee is \$35 and is subject to change without notice. Checks are valid for 150 days from date of issue. A service fee of \$5 will apply for any check reprints. Consignors do not get paid on layaway items until payment has been received in full. No cash payments, NO EXCEPTIONS. **Any check(s) not cashed or picked up after 12 months from issue will become property of It's Chic Again! Consignment, LLC.**

7. At the end of the consignment period (70 days) it is the responsibility of the Consignor that wish their items returned to **notify us by phone or email by the pick up/expiration date.** It's Chic Again! Consignment, LLC is not responsible for any undelivered or mis-delivered emails. When the items are ready for pick up the consignor will receive a **courtesy** email or phone call when items are ready for pickup. The consignor has 7 days for pickup. Items left after 7 days will

become the property of It's Chic Again! Consignment LLC and can continue to be sold or donated to a charity of our choice. Consignors will not be paid for items sold after this date. **Consignor is ultimately responsible in keeping track on when their items expire, if we do not receive notification for pick up by the "Pick Up/Expiration Date", items will be donated to a charity of our choice.**

8. It's Chic Again! Consignment LLC is not responsible for any lost to theft, vandalism, fire, natural disasters or any other reason.

9. It's Chic Again! Consignment, LLC accepts only authentic designer items. Consignor guarantees the authenticity of all merchandise that they consign. Any Consignor item delivered to It's Chic Again! Consignment, LLC and deemed to be counterfeit by It's Chic Again! Consignment, LLC or any qualified 3rd party, will either be returned to Consignor, or will be destroyed or discarded. The consignor has 7 days for pickup. Items left after 7 days will become the property of It's Chic Again! Consignment LLC and will be donated to a charity of our choice.

10. The Consignor guarantees that he/she is the true and lawful owner of all merchandise consigned with It's Chic Again! Consignment, LLC. Consignor agrees to indemnify and holds harmless It's Chic Again! Consignment, LLC not responsible for any damages arising from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the unlawful ownership of merchandise.

11. It's Chic Again! Consignment, LLC reserves the right to terminate or amend the consignment agreement at any time and without notice. Updated Contracts are available on request.

12. It's Chic Again! Consignment, LLC agrees to maintain documentation of all contractual agreements and sale transactions on behalf of the Consignor, but it is ultimately the responsibility of the Consignor to maintain all accurate records of merchandise consignments and contract expiration.

13. All disputes will be directed to the Richmond Better Business Bureau

I have read, and hereby acknowledge my agreement to the conditions of this contract.

Name

Email Address (Please Print)

Street Address

Consignment Account No. (To be assigned)

City/State/Postal Code

Day Time Phone Number

Driver License Number

Birth Month

75% Markdown after regular consignment period – Yes / No

Consigner Signature/Date

Employee Signature/Date