



"Elegance and Style, the Quality you Depend On"

AUNTIE GRANDMA ENTERPRISE, LLC

Contract No. _____

Contract Expiration Date _____

Consignment Boutique & Accessories
Gaithersburg, MD 20879
Telephone: 301-919-5153
Fax: 301-977-0942
www.auntiegrandma.com

CONSIGNMENT CONTRACT

Consignor warrants and represents that he or she owns the items offered for consignment and sale by AUNTIE GRANDMA CONSIGNMENT BOUTIQUE (hereinafter, AUNTIE GRANDMA) and that the items are free of all liens and encumbrances of any kind, that the items are in good merchandisable condition and that the Consignor wishes to retain AUNTIE GRANDMA consignment shop to sell the items on a consignment basis.

The Consignor hereby agrees and grants AUNTIE GRANDMA the exclusive right to sell the items for a period of 90 days from the above contract date. Consignor further agrees and acknowledges that AUNTIE GRANDMA acts as an agent only and does not guarantee that any or all of the consigned items will be sold.

AUNTIE GRANDMA aims to provide preferred labels of desirable apparel and accessories at reasonable prices to its customers. To maintain its quality commitment, AUNTIE GRANDMA may decline to accept or to present items accepted for sale. Any Items not accepted for consignment will need to be picked up by the Consignor within 3 days of notification that items are rejected or the items become the property of AUNTIE GRANDMA. In keeping with our desire to provide value, all merchandise must be in-style and in excellent condition. Clothing must be cleaned, pressed, without holes, stains, tears, missing buttons, worn cuffs, etc. and not presented on hangers. \$8.00 will be deducted from the Consignors check for any item needing to be cleaned, steamed or pressed. Shoes, purses and other accessories must not show significant signs of wear or damage. Accepted, consigned items that are later found to have flaws or defects may be sold at a discount. Consigners should inspect items carefully before presenting them for consignment.

AUNTIE GRANDMA will provide a listing of all items accepted for consignment along with the first check for items sold. Consignor should retain a copy of that listing for their records. Consignors are encouraged to provide a listing of their own at the time items are placed on consignment.

The prices for sale of the consigned items will be set by AUNTIE GRANDMA. Prices may be reduced after the first 30 days and may also be subject to promotional discounts at the discretion of AUNTIE GRANDMA.

In the event that the consigned items have not been sold by the expiration date of the contract, the Consignor hereby agrees to remove all unsold items from AUNTIE GRANDMA's premises within 7 days from the date of contract expiration. AUNTIE GRANDMA is not obligated to contact Consignors to advise them of the Contract Expiration date. If the consignor fails to remove the consigned items from AUNTIE GRANDMA's premises within required time limit, the Consignor understands the items will become the property of AUNTIE GRANDMA. THIS POLICY IS STRICTLY ENFORCED.

The Consignor will receive 40% of the actual selling price of the consigned items.

Checks will be ready on the last date of the following months: January, April, July, and November or the next regular business day. If the Consignor chooses to have the checks mailed, a \$1.00 processing fee will be deducted from the Consignor's payment check to cover postage and handling. All checks not picked up after 60 days will be forfeited. Consignors will be held responsible for stop payment fees and for checks that are lost or stolen after being picked up or mailed to the Consignor's address of record.

AUNTIE GRANDMA will make reasonable effort to take care of the consigned items, however, the merchandise belongs to the Consignor until sold and the Consignor agrees that all risk of loss or damage to consigned items is at the risk of the Consignor. If there is an item of very high value like jewelry items, Consignors may want to insure the items under the Consignors homeowner's or renter's policy. *The Consignor acknowledges that AUNTIE GRANDMA is not insuring any consigned items and the risk of loss is assumed by the Consignor.*

The Consignor hereby indemnifies and holds harmless AUNTIE GRANDMA against any and all suits, claims, losses, liabilities, costs and expenses arising from or relating to this agreement including but not limited to enforcement of this Contract and Consignor's representations and warranties herein with respect to title to the consigned items.

This contract is subject to and will be construed and enforced under the Laws of the State of Maryland. If legal action is pursued for any fees or payments due under this Contract, AUNTIE GRANDMA is entitled to recoup all attorney's fees and costs from the Consignor.

Consignor agrees by initials to the below items:

_____ I desire the contract to be extended an additional 30 days at 50% off the original price established by AUNTIE GRANDMA.

_____ I permit AUNTIE GRANDMA, at its option, to donate the consigned items at the end of the contract.

_____ I request that AUNTIE GRANDMA mail my checks for payment on items sold and agree to the \$1.00 per check fee for mailing and handling.

This Consignment Contract constitutes the total agreement between the parties. By my signature below, I, the Consignor acknowledge that all items presented are the property of the Consignor to sell and free of all liens and encumbrances.

Acknowledged and Agreed:

Consignor Signature Date

By AUNTIE GRANDMA Date

CONSIGNOR:

Address _____
City _____
State _____
Zip _____
Phone _____ Ext. _____
EMAIL ADDRESS _____