

# Consignment Agreement

## The Wardrobe Boutique / Career Wardrobe

Revised Jan-16



Name of Consignor/Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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I have read, and hereby acknowledge my agreement to the condition of this contract and verify that I have received a copy of this document.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature for The Wardrobe Boutique: \_\_\_\_\_

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Initial Consignment Appointment Date & Time: \_\_\_\_\_

Buyer: \_\_\_\_\_

Consignment Account Created in RSW Account #: \_\_\_\_\_

Price Code: \_\_\_\_\_

Consignment Contract forwarded to CW

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Thank you for giving us the opportunity to resell your items in order to raise money and awareness for Career Wardrobe, a 501c3 charitable organization that assists women as they transition into the workforce. So that we may operate efficiently, we ask that you comply with the following policies.

### Section A: Consignment Accounts Offered

The Wardrobe Boutique/Career Wardrobe offers the following options for consignment to individuals, businesses and charitable organizations. Please check all that apply to this Consignment Agreement.

**In-Store Consignment Account**

*Consignor agrees to consign inventory with The Wardrobe Boutique for charity resale purposes. For In-Store Consignment, we utilize a 90-day consignment contract with 50% of the final sale price paid monthly to the consignor when/if an item sells.*

**Event Consignment Vendor**

*Vendor agrees to have items displayed and sold during pre-defined special events at The Wardrobe Boutique or outside events with consignor receiving 50% of proceeds payable via check within 3 business days after the event.*

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### Section B: Consignment Terms of Agreement and Payment

#### 1) In-Store Consignment Account

- a. **Contract Period:** The consignment contract period is **90 days**.
- b. **Pricing:** The Wardrobe Boutique will set the initial sale price when consignment begins and items may be sold at a discount at the discretion of The Wardrobe Boutique/Career Wardrobe.
- c. **Consignment Split:** The consignor will receive 50% of the final selling price on items sold during the 90 day consignment contract period.
- d. **Payment Terms:** All payments will be made by check and will be available within 3-business days of the end of the Consignment Contract Period. Consignor can have payment mailed or pick up from Career Wardrobe's administrative office. The Wardrobe Boutique/Career Wardrobe assumes no responsibility for lost checks. Re-issued checks will incur a \$30 stop payment fee.
- e. **End of Consignment Contract Period:** It is the responsibility of the consignor to monitor the expiration date of their items. No phone calls will be made or other notifications sent. Consignor has 5 business days (including Saturdays and excluding Sundays and state-recognized holidays) to pick up items at the end of the 90-day consignment contract period.

All items not claimed by the consignor the 6<sup>th</sup> day become a donation to Career Wardrobe and property of The Wardrobe Boutique. The consignor can request a tax-deduction receipt for the value of donated items not sold during the consignment period by contacting the Boutique Manager – [boutique@careerwardrobe.org](mailto:boutique@careerwardrobe.org).

#### 2) Event Consignment Vendor

- a. **Contract Period:** Consignor agrees to have items displayed and sold during pre-defined special events at The Wardrobe Boutique or off site events sponsored by The Wardrobe Boutique/Career Wardrobe. Consignor is responsible for delivery, display and selling of item during the pre-defined event and breakdown/cleanup and off-site loading at the conclusion of the event.
- b. **Pricing:** Consignment Vendor will set the sale price for items and receive 50% of the sales price when/if the item sells. Coupons and discounts will not be applied to any Event Consignment Items.
- c. **Consignment Split:** Consignor will receive 50% of the selling price on the items sold.
- d. **Payment Terms:** All payments will be made by check and will be available within 3-business days of the end of the Consignment Contract Period. Consignor can have payment mailed or pick up from Career Wardrobe's administrative office. The Wardrobe Boutique/Career Wardrobe assumes no responsibility for lost checks. Re-issued checks will incur a \$30 stop payment fee.
- e. **End of Consignment Contract Period:** Consignor is responsible for picking up any inventory left at the conclusion of the event within 5 business days (including Saturday). Items left after that time period will become the property of The Wardrobe Boutique.

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### Section C: Additional Terms and Conditions – All Parties

- 1. Condition:** All items for consignment or resale must be in excellent condition and must be “ready to wear”. For clothing, this includes being freshly dry cleaned or laundered, pressed and on hangers. For jewelry and other accessories, all closures, beads, zippers, etc. must be in working order and good repair.
- 2. Pricing Policy:** Prices are set at the discretion of The Wardrobe Boutique and subject to any in-store sales and promotions which may affect final sale price except where noted in this contract.
- 3. Risk of Loss:** Consignor leaves all items at their own risk. The Wardrobe Boutique/Career Wardrobe assumes no liability for loss, destruction or damage of any kind to consigned items (including without limitation fire damage, water damage and theft).
- 4. Indemnification:** If any items provided to The Wardrobe for resale by the Consignor is found to be counterfeit or if The Wardrobe Boutique/Career Wardrobe incurs any liability as a result of the sale of such item, the consignor agrees to indemnify The Wardrobe Boutique/Career Wardrobe for any damages including any and all judgments, liens, fines, etc., including attorney’s fees.
- 5. Sales Outlets:** Consignor agrees that items accepted for consignment may be sold in-store at The Wardrobe Boutique or online via the organization’s website ([www.wardrobeboutique.org](http://www.wardrobeboutique.org)), eBay store (seller: Wardrobe\_Boutique) or at outside events sponsored by The Wardrobe Boutique/Career Wardrobe.
- 6. Keeping Contact Information Current:** It is the consignor’s responsibility to update The Wardrobe Boutique/Career Wardrobe of any changes to mailing address, email or phone number of record. Failure to do so may result in delayed payments or additional fees for checks to be re-issued and mailed.
- 7. Tax Deduction Receipt:** Vendors or consignors who choose to donate additional inventory or do not pick up items by the date/s specified in this contract can request a tax-deduction receipt for the retail value of the item/s.
- 8. Changes to Terms:** Career Wardrobe reserves the right to change the term of this contract and will notify consignor when/if contract terms are altered. All changes to terms will be communicated via email, no phone calls will be made.