



Consignment and Buy Outright Agreement

1. **CONSIGNOR** agrees to consign or sell item(s) to Claudine's Consignment, LLC at 2208 West 8th Street, Erie, PA. Consignor warrants they possess complete and clear title to all merchandise offered and will NOT hold Claudine's responsible for any claim from another party to offered merchandise. If an item is found by Claudine's to be recalled, the consignor forfeits the item to be disposed of by Claudine's without notice. Claudine's reserves the right to decline or donate items (due to flaws found during pricing) at its own discretion.
2. **RETAINED FEES FOR MERCHANDISE:**
Consignor receives Fifty percent (50%) of the SELLING PRICE of each consigned item, which does not include the buyer's fee (Forty percent (40%) on items for which Claudine's arranges pickup). The remaining portion shall be retained by Claudine's Consignment, LLC. If Claudine's must clean a consigned item, \$5 will be deducted from the consignor's account for each cleaned item. **Consignor receives Thirty percent (30%) of the INITIAL PRICE on items that are bought outright.**
3. **LIABILITY:** While every reasonable effort will be made by Claudine's Consignment, LLC to safeguard consigned merchandise at 2208 West 8th Street, Erie, PA, Claudine's assumes NO liability for the loss, damage to, or destruction of any consigned item(s) by fire, theft, accident, or any other cause.
4. **PRICES** are set at the sole discretion of Claudine's Consignment, LLC. **Décor items and jewelry** are generally bought outright. A credit is added to a consignor's account when an item goes on display. Claudine's Consignment, LLC reserves the right to offer consignment terms for décor and jewelry items on an individual basis. **Furniture items** are consigned for 8 weeks and must remain for the total consignment term. Items reduce 20% after 4 weeks and 40% after 6 weeks. A buyer's fee ranging from \$0.99 to \$9.99 is added to each consigned item to cover selling costs.
5. **PICKUPS:** IF DESIRED, THE CONSIGNOR CAN RECLAIM UNSOLD ITEMS, BUT IT IS THE SOLE RESPONSIBILITY OF THE CONSIGNOR TO RECLAIM THOSE ITEMS FIVE (5) CALENDAR DAYS OR LESS BEFORE THE EXPIRATION DATE. Claudine's Consignment, LLC will NOT notify the consignor prior to the expiration date.
After 8 weeks, all items automatically become property of Claudine's Consignment, LLC.
6. **CONSIGNOR PAYMENT:** Payments are made to the listed consignor only. **Checks are issued on the last day of each month.** A one dollar (\$1.00) check fee is deducted from each check. Consignor forfeits any check payments not cashed within 180 days to Claudine's Consignment, LLC. If the account balance is less than \$21, the balance will continue to accrue until the next check date. Consignor may use his/her account balance for store purchases at any time. Note: It may take up to ten (10) days for checks to arrive in the mail.
7. **ACCOUNT TERMINATION:** Accounts that have a two dollar (\$2.00) balance or less at the end of the year and have no items left for sale are automatically closed. Consignor that cannot be contacted due to an invalid address, phone, or email forfeits his/her account balance to Claudine's Consignment, LLC. Consignor that does not respond to a payout request (made by phone) in the required time also forfeits his/her account balance to Claudine's.
8. **DISPUTES:** All transactions and resolutions to disputes will take place in Erie, PA, USA.

I have read the terms of this consignment agreement and accept them as described above:

Consignor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Birth Month: _____ (for special birthday offers)

Signature: _____ Date: _____

Store Use Only:

Initials: _____