



# \_\_\_\_\_

## Consignment Agreement

1. **CONSIGNOR** agrees to consign item(s) to Claudine's Consignment, LLC at 2208 West 8<sup>th</sup> Street, Erie, PA. Consignor warrants they possess complete and clear title to all merchandise consigned and will NOT hold Claudine's responsible for any claim from another party to consigned 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 item, which does not include the buyer's fee (Forty percent (40%) on items for which Claudine's arranges pickup).** Payments are made to the listed consignor only. **The remaining portion shall be retained by Claudine's Consignment, LLC.** If Claudine's must clean furniture for the consignor, \$5 will be deducted from the consignor's account for each cleaned item.
3. **LIABILITY:** While every reasonable effort will be made by Claudine's Consignment, LLC to safeguard consigned merchandise at 2208 West 8<sup>th</sup> 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. All items, except jewelry, are consigned for 90 days. Jewelry is consigned for 180 days. Items may be reduced at any time, but the price reduction will not exceed 30% for the first 75 days. After 75 days, items may be reduced up to 50%. A buyer's fee ranging from \$0.99 to \$9.99 is added to each item initially priced \$5.00 and up to cover the cost of selling the item.
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 90 days, all items automatically become property of Claudine's Consignment, LLC.
6. **CONSIGNOR PAYMENT:** Checks are issued 6 times per year (every other month with A-M starting in Jan. and N-Z starting in Feb.). 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 \$20, the balance will continue to accrue until the next check date. Consignor may use his/her account balance for store purchases at any time.
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:**

**Code:** \_\_\_\_\_

**Initials:** \_\_\_\_\_