

Name: _____

Address: _____

Phone: _____

Email: _____

How did you hear about us?

Walk in Online

Referral? _____

Referred by a friend? Let us know their name & we'll send them a special thanks!

STANDARD CONSIGNMENT CONTRACT

I ("the Consignor") have read Modo Boutique's Consignment Contract. I understand that by signing this Consignment Contract I am agreeing to all of the Terms and Conditions outlined below.

A. Pricing. Modo Boutique makes the final selection regarding all items placed on consignment. Anything not accepted needs to be arranged to be picked up within 7 days, or will be donated. Modo Boutique sets prices on all consigned items based on the current resale market. Monthly markdowns of 20% apply to each item that stays past 30 days. If Modo Boutique has researched and valued Consignor's items and Consignor chooses not to consign, a **\$10.00 fee** will be assessed and is immediately due upon Consignor's retrieval of the valued items.

B. Consignment Period and Donation Policy. There is a monthly **\$1 fee** to have items on consignment with Modo Boutique. All items are consigned for 120 days. Items cannot be returned to Consignor before 60 of the 120 days has passed. The Consignment Expiration Date is given to the consignor along with the price list via email. The consignor will also be given a personal account to track their consignments. Arrangements must be made within two weeks of the Consignment Expiration Date. Unsold items not picked up become the sole property of Modo Boutique to donate or use at our discretion. **Please initial here if you'd like any expired/rejected items to be donated automatically [____].**

C. Payout to the Consignor. Payouts can be issued at any time via paper check or Paypal once the sold item has passed Modo Boutique's 14 day return window. A **\$1 fee** per payout will be applied. Payouts can be requested via email, phone call or an in-person storefront request. The consignor can check their balance anytime by logging into their consignor access account. Payouts are based on the table below. Modo Boutique's percentage includes all fees associated with eBay, Paypal or and card processing. Modo Boutique will pay the Consignor the net proceeds received and collected from the sale of the property after receiving payment from the buyer and deducting its commissions.

Final Sale of Item

Less than \$50 - Consignor Percentage: **40%**

\$50-\$150 - Consignor Percentage: **50%**

\$150 and above - Consignor Percentage: **60%**

D. Condition of Items: The consignor can bring in any amount of items to consign at any time, during regular business hours. Items should be clean and free of any stains, holes or smells. Any item dry cleaning or repairs needed will be deducted from the consignor's account. If an item needs to be returned, an email will be sent and the consignor needs to make arrangements to pick up within 7 days or will be donated.

E. Returns. Modo Boutique accepts returns of items sold online and in-store from customers who are not satisfied with their purchase for any reason. The Consignor's account will be debited for all returns accepted under Modo Boutique's return policy.

F. Limitation of Liability. Modo Boutique will take diligent care of the consigned pieces as to the best of its ability. Modo Boutique does not cover losses to consigned property for theft or damages. This includes any damage caused by a customer, fire, flood, earthquakes, stains, tears, missing pieces, damage caused during shipping, or any other damage with no exclusions of man-made or natural damages to consigned items.

G. Legal Right to Consigned Items and Authenticity. I guarantee that all items consigned to Modo Boutique for sale are lawfully and entirely owned by me or I am acting on behalf of a person(s) who have given me the authority to sell such items on their behalf. I guarantee to indemnify Modo Boutique for any damages, penalties, fines, fees or judgments for any issue arising due to the rights of the lawful owner of the merchandise being placed on consignment. Only original, authentic designer items are accepted by Modo Boutique for consignment. By submitting items for consignment, the consignor states that the items are authentic designer items and not counterfeit or "knock-offs".

By signing below I certify that I ("the consignor") fully understand and agree to all of the Terms and Conditions in this Consignor Contract. I also state that all information on this is true and correct.

Consignor Signature: _____

Date: _____