

CAREER FASHION CONSIGNMENT CONSIGNMENT CONTRACT

GENERAL CONDITIONS:

The Consignor (seller) has delivered to Career Fashion Consignment (CFC) the merchandise listed on the Consigned Items Agreement. Consignor represents and warrants that they are the lawful owner of the merchandise, that the merchandise is free from all encumbrances, that the Consignor has the right to sell the merchandise and that the Consignor will warrant and defend, at their sole expense, the sale of the merchandise against the lawful claims of any and all persons, entities, or estates.

CFC agrees to place Consignor's merchandise in the store for sale. Acceptance of merchandise for sale is at the sole discretion of CFC.

DISCLAIMER:

It is the commitment of CFC to take exceptional care of all Consignor merchandise, however, merchandise is left at Consignor's risk. Regrettably, we cannot be held responsible for damaged or loss of goods. Consignor hereby releases or discharges CFC from claims arising from loss or damage to the merchandise.

MERCHANDISE PRICING:

Consignor understands that while CFC agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guaranty a sale will occur.

The initial merchandise pricing for consigned merchandise is established by CFC. We will consider such key factors as original price, current retail value, brand, age, condition, and market demand in determining the price. There is no one-pricing-formula-fits-all method particularly in a consignment venue where the value of an item is determined as much by the whim of shoppers as by other more tangible factors previous listed. Bear in mind, most of the time, consigned merchandise will fetch only one-quarter to one-half of their "new" value. After all, when it all shakes out, CFC needs to bring in enough from the sale to cover advertising, store overhead and still provide a satisfying return to the consignor. CFC takes the time to carefully research the business attire market. Knowing whether an item is in demand, how much competition is out there for the same or similar items and what shoppers are willing to pay goes a long way toward determining a price target.

Our approach is to be fair and sensitive to the Consignor, however CFC may have to turn items away. Remember, CFC is in the business to make money – for the Consignor and CFC and we believe that with a realistic pricing strategy, consignment sales can be a win-win relationship.

CONSIGNMENT TERMS:

The Consignment Term is 90 days. The consignment term starts on the date an item is accepted for consignment. Merchandise not sold in 45 days will be marked down 25%, merchandise not sold in 65 days will be marked down to 50% of the initial consignment price. Consignors are discouraged from picking up unsold merchandise before the consignment term

expiration, however, if Consignor wants to retrieve their merchandise early, CFC will require an early termination notice in writing 2 days prior to pick up. A 15% early-termination fee will be charged.

For expired items it is the responsibility of the Consignor to pick up unsold merchandise within 5 days after consignment term expiration. CFC reserves the right to dispose (donate or re-consign as CFC-owned inventory) all merchandise unsold and unclaimed 95 days from the consignment date, without notice or payment to Consignor, and without liability on the part of CFC. It is the responsibility of the Consignor to keep track of when the 90-day consignment term expires.

PAYMENT TO CONSIGNOR:

Payment checks will be mailed to Consignors no later than the 10th day of the following month of sale. Payment checks will be mailed to the address on this contract. Checks may also be picked up during normal business hours with a 2-day advance notice prior to the 10th day of the following month of sale. In the event the Consignor payment check is under \$10.00 those monies will accumulate and be issued once the Consignor's portion is over \$10.00.

Consignors may choose to apply payment monies toward store purchases. If the Consignor wishes to use their portion of sales for other in-store purchases, the price of the merchandise will be deducted from Consignor's account at the time of purchase - including all applicable taxes.

I have read and understand the terms of the Consignment Contract and agree to accept the conditions therein as applicable to all items consigned with Career Fashion Consignment, LLC.

NAME

SIGNATURE

STREET ADDRESS

CITY, STATE, ZIP
