

ARCADIAN

CONSIGNMENT, VINTAGE & ANTIQUE CO.

CONSIGNOR CONTRACT

GENERAL CONDITIONS: Under the terms of this Consignment Contract, the Consignor (you) agrees to deliver pre-approved goods to be sold by the Consignee ("Arcadian Consignment"). Arcadian Consignment agrees to place consignor merchandise in store for sale.

Arcadian Consignment will remit 50% of the selling price to the consignor, less fees for needed cleaning/repairs/batteries/bulbs/etc. and payment processing (as detailed below).

Items picked up *prior* to end of 90-days period will be subject to a 25% of *initial sales price*, payable upon pick-up of item(s) with no exceptions.

Acceptance of merchandise for sale is at the discretion of Arcadian Consignment. Consignor understands that while Arcadian Consignment agrees to use its best efforts to obtain a sale of the merchandise, there is no guarantee that a sale will occur. In the event of litigation concerning this agreement, the prevailing party in such litigation shall recover from the other party the prevailing party's attorneys' fee and costs, including any appeals.

MERCHANDISE PRICING: Upon delivery of items the selling price for consigned merchandise is established by Arcadian Consignment. In determining the price, factors such as brand/age/condition/size/market demand/other determining factors will be considered.

MERCHANDISE RECEIPT: For each transaction where merchandise is consigned, Consignor ***may request*** a Merchandise Inventory Receipt, which is a list of items consigned on that date. Arcadian Consignment cannot be held liable for losses resulting from incomplete or inaccurate information on the Merchandise Receipt.

CONSIGNMENT TERM: The consignment term is 90 days. **The consignment term begins on the date an item is delivered to Arcadian Consignment.**

Merchandise not sold in thirty (30) days will be marked down 10%, merchandise not sold in sixty (60) days will be marked down by 20% from original price, merchandise not sold in ninety (90) days will be marked down by 30% from original price.

Consignors may not pick up unsold merchandise before consignment term expires *without* aforementioned 25% service fee. No exceptions.

At the end of the consignment term, Arcadian Consignment will further reduce price on unsold items and/or donate to local, appropriate charity of their discretion.

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PAYMENT TO CONSIGNORS: Payout checks will be mailed to the address listed on the Contract on a quarterly basis to Consignors within ninety (90) days of the selling date. Checks not cashed within ninety (90) days will not be re-issued. A \$2 check/postage/processing fee will apply to each payout.

Consignor Payout Schedule: 3/31/26, 6/30/26, 9/30/26 and 12/31/26

Consignor may opt to receive and/or use store credit at any time.

CONSIGNMENT TERM EXPIRATION: Arcadian Consignment will dispose of unsold merchandise by means of donation or re-consignment as store-owned inventory ninety (90) days from the consignment date without notice or payment to the Consignor and without liability on the part of Arcadian Consignment. **Please initial:** _____

ITEMS LOST, STOLEN OR DAMAGED: Arcadian Consignment is not responsible to insure the item(s) against damage or theft while they are in Arcadian Consignment's possession.

I have read and understood the terms of the Consignment Contract and agree to accept the conditions therein as applicable to all items consigned with Arcadian Consignment.

Consignor Acceptance Signature: _____

Date: _____

(starts 90-day consignment period)

Consignor Printed Name: _____

Consignor Check Payout Address: _____

City: _____ State: _____ Zip: _____

Consignor Phone: _____ Consignor Email: _____

I have included unapproved items and understand that if not accepted for consignment, items **will be immediately donated.** _____ **Please initial.**