

# First Class Consignment

Online Consignment of Authentic Designer Goods

**Agreement** made as of this day \_\_\_/\_\_\_/20\_\_\_ between First Class Consignment and:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

## TERMS:

This agreement shall have a term of ninety (90) days from the date of acceptance of all Consignor's merchandise and may be terminated by either party by giving ten (10) days written notice via email to the other party.

## CONDITION:

All consigned merchandise must be delivered to First Class Consignment in excellent condition and must be of the highest quality, cleaned and "ready to sell". Consignor must disclose to First Class Consignment, prior to the acceptance of merchandise by Consignment any alterations to the merchandise, regardless of size or appearance. First Class Consignment, at its sole discretion, retains the right to have merchandise cleaned or repaired at the consignor's expense if items are deemed to not be "ready to sell" by First Class Consignment.

## OWNERSHIP:

The Consignor guarantees that they have legal title to and are in legal possession of all items that they have contracted First Class Consignment to sell.

## AUTHENTICITY:

Consignor guarantees the authenticity of all merchandise consigned with First Class Consignment. Items deemed to be counterfeits will either be returned to Consignor for a \$25 authentication fee, or discarded.

## LISTING PRICES & RESERVES:

First Class Consignment will base price on brand, style, condition, and market demand of merchandise. First Class Consignment will include a reserve price or "bottom" price to insure items do not sell below reasonable market value. If a specific price is requested, Consignor will state price next to each item listed in this Agreement. If the Consignor-price item(s) results in non-sale after the agreed consigned period, a \$15.00 fee per item will apply. This fee covers handling and any and all Ebay fees incurred.

## RETURNS TO CONSIGNOR OR PREMATURE TERMINATION:

If a consignor wishes to terminate this agreement early, there will be a \$10.00 transaction fee per item. Under no circumstances will items be returned if currently listed on an Ebay auction. Items that are not claimed within seven (7) days following the end of the consignment period will, without notice, become the property of First Class Consignment. Consignors will not be paid for items sold after the claim date.

## DISCOUNTING:

Any item(s) that have been available for over 4 weeks and have not been sold, the price may be reduced by 10%. It may be reduced by an additional 10% if it is still unsold after 60 days.

## PROCEEDS/PAYMENTS:

Payments are paid to consignors by check or via Paypal if so desired (Consignor agreeing to Paypal fees). Payments will be made between the 10<sup>th</sup> and 20<sup>th</sup> of each month for items sold in the month prior. Unless otherwise agreed upon.

## RISK OF LOSS:

Upon delivery and acceptance of all consigned merchandise, First Class Consignment will accept full responsibility for all merchandise until said merchandise has been delivered to its respective buyer or has been returned to the Consignor.

## REVISION:

Consignor and First Class Consignment have read and understand all statements included in this agreement. This agreement may not be modified unless agreed to in writing and signed by both First Class Consignment and the Consignor.

## TIERED CONSIGNMENT RATE:

\$0-\$100 = 50%

\$101 - \$200 = 60%

\$201 And Up = 70%

Proceeds to be paid via Check \_\_\_\_\_ Paypal \_\_\_\_\_

Consigner \_\_\_\_\_ Date \_\_\_\_\_

First Class Consignment \_\_\_\_\_ Date \_\_\_\_\_

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## ITEMS TO BE CONSIGNED

	Brand	Item Description	Size	Original Retail Price	Price Desired
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
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