



**Consignor Information:**

Name:	Account Number:		
Mailing Address:	Phone:		
Physical Address:	Email:		
City:	State:	Zip:	Date:

**Consignment Agreement:**

This Agreement is made by and between The Home Outpost (Company) and \_\_\_\_\_ (Consignor). The company shall have the exclusive right and agency for a period of 90 days from the date of consignment to sell listed items subject to the following terms and conditions. Company reserves all rights to terminate Agreement with one-week notice.

**Once The Home Outpost picks up your consignment item(s) you automatically agree to the terms below. I certify that I have read, understand and agree with all terms and conditions as set forth in this contract. The contract is legally binding once we pick your consignment item(s) with or without your signature.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Seller/Consignor Signature**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Representative from The Home Outpost**

**Pick Up Date:** \_\_\_\_\_

**CONTRACT EXPIRATION:** This Agreement will expire at the end of 90 days from the consigned date. It is the responsibility of the Consignor to pick up within seven (7) days of contract expiration any unsold merchandise, otherwise aforementioned items will be considered abandoned and will become the property of The Home Outpost. After 97 days from the consigned date, the

Company has NO FURTHER OBLIGATION TO CONSIGNOR for account inquiries, accounting information, or contract settlements. **INT**

**APPROVED ITEMS:** Once we have approved items, we begin preselling and ask that you do not remove any of these items from the pick-up. A fee may be assessed for any items removed and the pick-up in its entirety may be cancelled. **INT**

**Contact Terms & Conditions:**

**TITLE:** Consignor represents to Company that he/she has full legal authority to sign this Agreement and to deliver and sell said items and hereby indemnifies and agrees to hold Company harmless for all claims, including attorney's fees, which may arise from the delivery to and sale by Company of said items.

**SALES COMMISSION:** Commission is 50% of final sale price on consigned items minus any other additional fees. Any additional discount as stated in the selling period below is split evenly between the consignor and The Home Outpost.

**SELLING PERIOD:** Seller agrees to consign all items for 90 days. Items will be marked down 20% at 30 days and an additional 10% at 60 days. Consignor schedule does not start until merchandise is on the sales floor. If the store is full of a certain category, merchandise may be stored in the warehouse until there is room on the sales floor. Percent off dates will change accordingly. The seller agrees not to enter into a sales transaction with any individual, company, or corporation prior to the expiration of the agreed consignment/selling period.

**OTHER FEES:** Additional service fees for pick-ups will be applied and deducted from your account. \$125/hour fee will be applied if items are not by the front door or in the garage. \$25/Hour will be charged for any items that need repair/cleaning upon receipt. A 3% credit card fee will be added to all sales. These fees will be deducted from your consignor payout.

**PAYMENT:**

We only mail checks to consignors who live out of town. We will mail those checks via certified mail and ask that the consignor pay for the mail to be certified so they can track their delivery. For all other consignors, you may pick up your checks in person at The Home Outpost. All checks are issued on the 15th of the following month after an item sells. Checks can only be picked up Monday - Friday 10 to 6. Checks will not be issued on weekends.

**RETURN OF MERCHANDISE:** Merchandise returns, and contract settlements are scheduled by appointment only at the conclusion of the consignment period. Appointments must be scheduled a minimum of five (5) days in advance of pickup. If the consignor requests any item(s) returned before the 90-day contract expiration, then the consignor is responsible for paying the 50% commission to The Home Outpost for the return of the item(s).

**INSURANCE AND DAMAGE:** Company DOES NOT INSURE consigned merchandise. The company does not assume responsibility for any damage including but not limited to fire, flood, water, fading and/or natural disasters.

**ACCEPTANCE OF ITEMS:** Company reserves the right to inspect merchandise for consignment by appointment only. The company reserves the right to clean and/or make minor repairs to consigned merchandise at Consignor's expense. All charges and fees will be assessed to Consignor's account. It is the responsibility of the Consignor to pick up, within seven (7) days, merchandise deemed unacceptable for consignment.

**LIMITATION OF LIABILITY: NEITHER PARTY TO THIS CONSIGNMENT ARRANGEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES TO OR CAUSED BY THE CONSIGNMENT GOODS OR FOR ANY EXPENSES, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY BUSINESS RELATING TO OR ARISING OUT OF THIS CONSIGNMENT AGREEMENT (ABSENT MALICIOUS INTENT OR GROSS NEGLIGENCE). THE LIMITATIONS HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS CONSIGNMENT AGREEMENT.**

**Approved Consignment Items**

- |          |           |
|----------|-----------|
| 1. _____ | 10. _____ |
| 2. _____ | 11. _____ |
| 3. _____ | 12. _____ |
| 4. _____ | 13. _____ |
| 5. _____ | 14. _____ |
| 6. _____ | 15. _____ |
| 7. _____ | 16. _____ |
| 8. _____ | 17. _____ |
| 9. _____ | 18. _____ |

**Consignor Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_