

# CONSIGNMENT AGREEMENT

Greta's, llc.

24104 South Old Farm Rd. Manhattan, IL. 60442  
[info@gretasllc.com.com](mailto:info@gretasllc.com.com) | 219-608-8791

**PRICING:** Consignee agrees to sell Consignor's items and share in any profits from the sales of such items. Consignee shall determine pricing on all consigned items.

**UNACCEPTABLE ITEMS:** Greta's, reserves the right to not accept any item for any reason for resale. Items must be in very good to new with tags condition to be accepted on consignment with the condition to be determined at consignee's discretion. Consignors sending potential consignment items by mail, or other means have the option, when such items are deemed unacceptable by Greta's, of having items returned to Consignor, at Consignor's expense. Consignors, who choose not to pre-pay for return freight charges, forfeit all right, title and interest in such items, which shall be disposed of at the sole discretion of Greta's.

**INVENTORY:** Upon receiving consignment items Consignor shall receive an itemized list of all consigned items. Consignee will send all items at their expense to Consignor.

**SALES:** When a consigned item sells the Consignor has the following options to choose from for payment. 1. Consignor will be sent a check via regular mail for the sale one month following the month the item(s) sell (For example, a consigned item that sells in April are paid to Consignor in June) to the address provided by Consignor on this form, this option comes with no fees. 2. Direct deposit sent to their checking account via routing number, this option comes with no fees. 3. PayPal or Venmo deposit, this option has a 3.49% + fixed fee of .49 cents per transaction.

**REPEAT CUSTOMERS:** A new Agreement shall be signed each time any new item(s) is/are consigned.

**DISCOUNTS:** All items are consigned for a period of six months (180 days). During this period, Consignee reserves the right to discount unsold items in order to facilitate a sale at the following rate: 1) at 1 month items can be discounted 20% and 2) at 3 months the item can be further discounted at 40% of original asking price. Consignee reserves the right to discount any item up to 15% in the first 2 months for discrepancies in the condition of the item not immediately apparent.

**EFFORTS TO SELL:** In efforts to promote and market, from time to time Consignee will discount products, not to exceed 25% of determined price.

**UNSALEABLE GOODS:** If items remain unsold after 6 months, Consignee reserves the right to discount items at their discretion and/or remove them from inventory. If removed from inventory, Consignor will be notified via email provided on this form by Consignor, and Consignor may elect to have said items shipped back to them said items at Consignor's expense at quoted shipping cost with insurance for total value of items, or have said items donated to a charity of their choosing. Any consigned items which have not sold may be shipped back to the consignor prior to the expiration date upon Consignor's written request, and at the Consignor's cost per shipping outlined as above in this Agreement, and for an additional fee of \$10/per item and any associated cleaning and /or repair fees.

**SHIPPING COSTS:** Consignee will deduct shipping costs for returns and free shipping from the sale of items affected, split evenly over the full order. This is never to exceed 10% of the selling price.

**CLEANING AND REPAIR FEES:** Consignee will assess any cleaning and maintenance fees, including but not limited to, boot cleaning, boot repairs, dry cleaning, laundering, sewing repairs, etc. Fees will be deducted from Consignor's sales revenue.

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**PAYMENT:** Consignee will collect a 25% commission on profits for all items sold in the form of a direct deposit to their business checking. Consignor has to choose one of the following options for payment of their sold items: 1. Consignor will be sent a check via regular mail for the sale one month following the month the item(s) sell (For example, a consigned item that sells in April are paid to Consignor in June) to the address provided by Consignor on this form, this option comes with no fees. 2. Direct deposit sent to their checking account via routing number, this option comes with no fees. 3. PayPal or Venmo transaction, this option has a 3.49% + fixed fee of .49 cents minimum per transaction. Please note if you fail to make an alternative selection above, you will be automatically enrolled to receive a paper check sent to the address provided on the consignment contract.

**INDEMINIFICATION:** CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER, Greta's, llc. it's officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned terms. The Tried Equestrian shall use all conventional safeguards in the handling and displaying of consigned items but has no legal responsibility for items left on consignment.

**WARRANTY:** Consigner warrants and agrees that the items to be consigned are owned by Consignor and that there are no liens, judgements, or other encumbrances against the ownership, including all right of sale or transfer of the consigned terms.

**RISK OF LOSS:** Damage to items or loss of items in shipping to Consignee are the risk of the Consignor. Consignee's pre-paid shipping comes with standard insurance in the amount of \$100. Should Consignor require additional insurance on their items, Consignor is responsible for purchasing and securing such insurance. Consignee only assumes possession and, therefore, risk of loss of items once received by Consignee

**ASSIGNMENT:** No party may assign or transfer this Agreement without the prior written consent of the other party.

**MEDIATION:** In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in confidential mediation, with a mediator agreed to by both parties, before filing any lawsuit. The parties share the costs of mediation.

**DEFAULT:** Upon material breach of this Agreement by one party the other party shall have the option to terminate same. On any breach, the other party shall have the right to recover expenses and costs within the parameters of the attorneys' fees paragraph below.

**ATTORNEYS' FEES:** In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

**VOLUNTARINESS:** Each of the parties hereto fully understands the terms, conditions, and provisions of this agreement, voluntarily enter into the same and believe its terms to be fair, just, adequate and reasonable.

**SEVERABILITY:** The illegality or unenforceability of any provision of the Agreement of any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder. This Agreement shall be governed by the laws of the State of Illinois. Any legal action commenced to enforce or interpret this Agreement shall be brought in Will County, Illinois. The parties hereto consent to both venue and jurisdiction in Will County, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court.