

MODO BOUTIQUE CONSIGNMENT CONTRACT

I ("the Consignor") have read Modo Boutique's Consignment Contract. I understand that by signing this Consignment Contract I am agreeing to all of the Terms and Conditions outlined below.

A. Pricing: Modo Boutique makes the final selection regarding all items placed on consignment. Anything not accepted needs arrangements for pickup within 7 days or will be donated. Modo Boutique sets prices on all consigned items based on the current resale market. An itemized price list of consigned items will be emailed to the Consignor, generally within about a week. Monthly markdowns of 20% apply to each item that stays past 30 days. If Modo Boutique has researched and valued the Consignor's item(s) and the Consignor chooses not to consign, or asks to take back an item(s) within the first 60 days of the consignment period, a \$10.00 fee will be charged and is immediately due upon the Consignor's retrieval of the requested item(s).

B. Consignment Period and Donation Policy: There is a monthly \$1 fee to have items on consignment with Modo Boutique. All items are consigned for approximately 120 days. The notification of expired items is given to the consignor via email. Arrangements must be made to pickup any expired items within 7 days of the email notification. Unsold items not picked up become the sole property of Modo Boutique to donate or use at our discretion.

C. Payout to the Consignor: Payouts can be issued at any time via paper check or Paypal once the sold item has passed Modo Boutique's 14 day return window. A \$1 fee per payout will be applied. Payouts can be requested via email, phone call or in-person at either store location. Payouts are based on the table below. Modo Boutique's percentage includes all fees associated with eBay, Paypal and credit card processing. Modo Boutique will pay the Consignor the net proceeds received and collected from the sale of the property after receiving payment from the buyer and deducting its commissions.

Final Sale of Item

Less than \$100 - Consignor Percentage: **40%**

\$100-\$300 - Consignor Percentage: **50%**

\$300 and above - Consignor Percentage: **60%**

D. Condition of Items: The consignor can drop off any amount of items to consign at any time, during regular business hours. Items should be clean and free of any stains, holes or smells. If an item needs to be cleaned or repaired, an email notification will be sent to the consignor. Arrangements to pick up, or cover the cost of dry-cleaning or repair, must be made within 7 days or the item will be donated.

E. Returns: Modo Boutique accepts returns of items sold online and in-store from customers who are not satisfied with their purchase for any reason. The Consignor's account will be debited for all returns accepted under Modo Boutique's return policy.

F. Limitation of Liability: Modo Boutique will take diligent care of the consigned pieces as to the best of its ability. Modo Boutique does not cover losses to consigned property for theft or damages. This includes any damage caused by a customer, fire, flood, earthquakes, stains, tears, missing pieces, damage caused during shipping, or any other damage with no exclusions of manmade or natural damages to consigned items.

G. Legal Right to Consigned Items and Authenticity: The Consignor guarantees that all items consigned to Modo Boutique for sale are lawfully and entirely owned by the consignor or that the Consignor is acting on behalf of a person(s) who has given them the authority to sell such items on their behalf. The Consignor guarantees to indemnify Modo Boutique for any damages, penalties, fines, fees or judgments for any issue arising due to the rights of the lawful owner of the merchandise being placed on consignment. Only original, authentic items are accepted by Modo Boutique for consignment. By submitting items for consignment, the Consignor states that the items are authentic and not counterfeit or "knockoffs".

By signing below I certify that I ("the Consignor") fully understand and agree to all of the Terms and Conditions in this Consignor Contract. I also state that all information on this is true and correct.

Signature: _____ Date: _____

Name: _____ Email: _____

Address: _____ Phone: _____