



CONSIGNMENT AGREEMENT

CONSIGNOR: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE: _____ CELL: _____

EMAIL: _____

NUMBER OF ITEMS IN THIS CONSIGNMENT: _____

CONTRACT STARTS: _____

CONTRACT ENDS: _____

LAST PICK UP DATE _____

(MARK THIS DATE ON YOUR CALENDAR)

CONSIGNMENT AGREEMENT

1. THE CONSIGNOR HEREBY WARRANTS, REPRESENTS AND ATTESTS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE, IS THE OWNER OF ALL GOODS CONSIGNED TO OFF MAIN ST. CONSIGNMENTS, LLC (HEREINAFTER "OMSC") AND HE/SHE HAS THE LEGAL STANDING AND CAPACITY TO ENTER INTO THIS CONSIGNMENT AGREEMENT; AND THAT THE GOODS ARE SALEABLE AND/OR FREE & CLEAR OF LIENS, LOANS, LEGAL PROCEEDINGS OR OTHER OWNERSHIP ENCUMBRANCES.

2. CONSIGNOR GRANTS OMSC THE EXCLUSIVE RIGHT TO SELL HIS/HER PROPERTY. BECAUSE OMSC DOES NOT CHARGE ANY INSURANCE FEES TO ITS CONSIGNORS, THE CONSIGNOR IS RESPONSIBLE FOR MAINTAINING INSURANCE

ON HIS/HER PROPERTY AT ALL TIMES. THE CONSIGNOR WILL NOT HOLD OMSC RESPONSIBLE FOR DAMAGE TO OR LOSS OF CONSIGNED PROPERTY. WE STRIVE TO SECURE ALL PROPERTY FROM DAMAGE AND TAKE ALL REASONABLE PRECAUTIONS AGAINST THEFT.

3. THE CONSIGNMENT PERIOD WILL BE 60 DAYS.

4. CONSIGNOR ACKNOWLEDGES THAT OMSC IS NOT A CERTIFIED APPRAISER. EVERY EFFORT WILL BE MADE TO FAIRLY PRICE AND PROFITABLY CONSIGN ITEMS BASED ON A NUMBER OF FACTORS INCLUDING AGE, CONDITION, QUALITY, BRAND NAME AND CURRENT MARKET PRICES FOR COMPARABLE MERCHANDISE.

5. CONSIGNOR AGREES THAT ANY ITEM CONSIGNED TO OMSC MAY BE DISPLAYED WHENEVER AND WHEREVER OMSC CHOOSES.

6. CONSIGNORS WILL BE PAID BY CHECK AFTER ITEMS ARE SOLD (SUBJECT TO A \$10 MINIMUM). IT IS THE RESPONSIBILITY OF THE CONSIGNOR TO NOTIFY OMSC OF ANY CHANGE IN CONTACT INFORMATION.

7. IT IS THE RESPONSIBILITY OF THE CONSIGNOR TO KNOW WHEN THE CONSIGNMENT PERIOD EXPIRES. UPON EXPIRATION OF THE CONSIGNMENT PERIOD, AND IF THE CONSIGNMENT PERIOD HAS NOT BEEN EXTENDED, THE CONSIGNOR HAS SEVEN (7) DAYS TO PICK UP ANY UNSOLD ITEMS. **PLEASE NOTIFY US AT LEAST ONE BUSINESS DAY IN ADVANCE THAT YOU ARE COMING TO RETRIEVE YOUR UNSOLD ITEM(S). WE NEED THIS TIME TO PULL YOUR ITEM(S) AND HAVE THEM READY FOR YOU TO PICK UP. UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE AND AGREED UPON IN WRITING BY BOTH THE CONSIGNOR AND OMSC, ANY ITEM LEFT FOR MORE THAN SEVEN (7) DAYS AFTER THE END DATE (SEE LAST PICKUP DATE ABOVE) OF THE CONSIGNMENT PERIOD WILL BE CONSIDERED ABANDONED AND BECOME THE SOLE PROPERTY OF OMSC AND MAY BE DISPOSED OF OR DONATED TO ANY CHARITY OF OMSC'S CHOICE.** AFTER 67 DAYS FROM THE CONSIGNMENT DATE, OMSC HAS NO FURTHER OBLIGATION TO THE CONSIGNOR FOR ACCOUNT INQUIRIES, ACCOUNTING INFORMATION OR CONTRACT SETTLEMENTS.

THIS CONSIGNMENT AGREEMENT, ALONG WITH THE ATTACHED INVENTORY SHEET, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BY SIGNING THIS: CONSIGNOR AGREES (1) TO THE ABOVE TERMS AND CONDITIONS OF THIS CONSIGNMENT AGREEMENT: (2) THAT THE ATTACHED INVENTORY SHEET IS AN ACCURATE NUMBER AND LISTING OF THE ITEMS CONSIGNOR WISHES TO CONSIGN AND (3) THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT:

SIGNATURE _____ DATE: _____
CONSIGNOR

SIGNATURE _____ DATE _____
OFF MAIN ST. CONSIGNMENTS, LLC REPRESENTATIVE

STORE HOURS:
TUESDAY - SATURDAY 10 A.M. – 5:00 P.M.