



# CONSIGNMENT AGREEMENT

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\_\_\_\_\_ SMR (Snow Mountain River) offers consignment opportunities for our patrons of clean and current outdoor equipment. The consignment rate dictates that the seller at SMR has a 65/35 split of the price the consigned item(s) sells for. This means the consignor receives 65% of the item(s) selling price and the remaining 35% of the money acquired by the sale goes to SMR.

\_\_\_\_\_ A pricing agreement between the consignor and SMR must be made upon consignment. The consigner does have the right to forfeit control of the price of their item that is being sold.

\_\_\_\_\_ SMR reserves the right to apply discounts to gear that has an extended stay at the store. After 30 days in the shop, unsold gear will be discounted by 10% and gear that is still unsold after 60 days will be discounted by 10% more. After 120 days, gear can be discounted by 50%. Consignors may come in store and retrieve their gear for no charge if they do not wish for the selling price of the item to be altered. SMR reserves the right to return and/or donate items that have been in the store for over 150 days at their discretion. (SKIS, SNOWBOARDS, & BIKES are excluded from discounting)

\_\_\_\_\_ Bicycles will require a safety check that must be paid for before the bike is able to be sold through SMR. This safety check will cover everything on the bike to ensure that it is ready to be sold in operable condition. From there bikes will be entered at a 80/20 split meaning the consignor receives 80% of the bike's selling price and the remaining 20% of the money acquired by the sale goes to SMR.

\_\_\_\_\_ Consignor agrees to release SMR from any liability for loss or damage of any kind to Merchandise while in SMR's possession, including loss or damage caused by SMR's own negligence or intentional acts. SMR does not warrant that Merchandise will sell, regardless of condition or sale price, and SMR assumes no liability for pricing an item on behalf of the Consignor or providing a pricing opinion to the Consignor.

\_\_\_\_\_ Consignors are paid out via check for items sold in the store five days after the item has sold. After 90 days, checks issued to Consignors will be voided if they have not been processed, cashed, or deposited. Proceeds from voided check will be absorbed by SMR. SMR is not liable for lost or stolen checks.

\_\_\_\_\_ Consignors will be provided access to an online account to see which items have sold and how much money they have in their account. SMR will not notify the Consignor each time an item has been sold.

I, \_\_\_\_\_ (Print Name) have read and agree to the terms stated in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State Zip