



# CONSIGNMENT AGREEMENT

\_\_\_\_\_ Snow Mountain River, Inc. (SMR) offers consignment opportunities for our patrons of clean and current outdoor equipment. The consignment rate dictates that the seller at SMR has a 60/40 split of the price the consigned item(s) sells for. This means the consignor receives 60% of the item(s) selling price and the remaining 40% of the money acquired by the sale goes to SMR. Service charge for a tent assessment of \$5.00 and Skis'/Snowboards wax/edge service charge of \$10.00 must be paid before the items can be sold at SMR. Fees are the responsibility of the consignor .

\_\_\_\_\_ 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%. SMR reserves the right to donate items that have been in the store for over 150 days at SMR discretion. (SKIS, SNOWBOARDS, & BIKES are excluded from discounting)

\_\_\_\_\_ Bicycles will require a \$25.00 safety check inspection that must be paid for before the bike is able to be sold through SMR. This safety check will assess everything on the bike to ensure that it is ready to be sold in operable condition.. Consignor will be notified if any service is needed after the safety check and it is the responsibility of the consignor to pay for the additional services and parts. Otherwise the consignor will need to pick the bike up within one week of notice. Bikes finishing the safety check will be entered at an 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 any loss, stolen, and/or damage of any kind to Merchandise while in SMR's possession, including loss or damage caused by SMR's own negligence or unintentional 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 may use in-store credit or be paid out with a check. Consignors may pick up a check with a valid ID at SMR for items sold five days after the item(s) 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 given access to an online account where they can view which items have sold and the current balance in their account. SMR will NOT notify the Consignor each time an item sells or if items are donated to a local charity after 150 days. If a Consignor wishes to retrieve items, they can visit the store, find the item(s), and have a member of the SMR staff remove them from the account. If the Consignor requests item(s) to be returned by a staff member, send an email to SMR, a pull charge of \$1.00 per item will apply and be deducted from account or paid prior to pick-up, and allow 7 days for item(s) to be ready for pickup after receiving a reply from SMR.

\_\_\_\_\_ On a limited basis, a request for a check to be mailed, email SMR. Verification of the account will be required, including Consignors email, address, phone number, and account number. A \$5.00 fee will be deducted from the account before the check is printed. Mailed checks are only sent upon request and are issued during the first week of the month (subject to change).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

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