



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(s) includes a \$5.00 per tent/cot set up and assessment and \$10.00 per ski and/or snowboard tune for wax and edge. Service charge(s) must be paid before the items can be sold at SMR. Fees are the responsibility of the consignor and may be deducted from the consignor account for payment or paid at time of drop off .

_____ 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 storeGear will be automatically discounted if not sold, a reduction of price starting after 30 days by 10%; 60 days by 20%; 90 days by 50% - SMR reserves the right to donate items that have been in the store for over 120 days at SMR discretion. (SKIS, SNOWBOARDS, PADDLEBOARDS, KAYAKS & BIKES are excluded from discounting.

_____ 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. SMR reserves the right to have a total daily store payout limit.

_____ 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 or removed from SMR after 120 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 consignment@snowmountainriver.com, a pull charge of \$2.00 per item may apply and be deducted from account or paid prior to pick-up, and allow 14 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 consignment@snowmountianriver.com. 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, printed the first week of the month and mailed during that 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