



Consignment Agreement: 60% - 40% Contract

The undersigned Consignor agrees to the consignment of merchandise with the Woman's Exchange Inc. of Sarasota (hereafter referred to as The Exchange) upon the following terms and conditions:

1. **The Exchange shall determine the original selling price of all items consigned.** If you feel an item is especially valuable, **you MUST** bring it to the attention of the intake/pricing supervisor and attach a note with your suggested selling price for consideration. **THE DECISION OF THE EXCHANGE REGARDING PRICING AND ACCEPTANCE IS FINAL.**
2. **The Exchange will pay 60% of the selling price** of items sold to the consignor, less a small graduated buyer's fee that will be added to the price of each item. This fee will be paid by the customer and will not be reflected on your consignment report. A check for the merchandise sold will be mailed to the Consignor after the closing of each month. Any unclaimed consignment checks will become the property of The Exchange after 120 days. All checks are void after 90 days and will not be reissued. **It is the responsibility of the consignor to inform The Exchange of any changes in name, address or telephone number.** Lost checks may be re-issued, but a "stop payment fee" at the bank's current rate must be paid by the Consignor in advance for this service. **A check will not be issued until the total amount owed to the consigner is \$10.00 or greater. Any unpaid balance will be carried forward.**
3. All consignments will remain at the original consigned price for **21 DAYS** after which they will be marked down up to 25%. After **42 Days**, items will be marked down up to 50% off the original price. **On the 60th Day, all unsold items expire and become property of The Exchange.** If a "markdown" or "expired" date falls on a Sunday, holiday or other non-business day, The Exchange reserves the right to accelerate the markdown date by one day without the prior approval of the consigners. **Note:** *All holiday items expire the day after the holiday.*
4. The Exchange reserves the right to alter the price of a consigned item at any time if upon closer inspection the item is found to be mispriced, damaged, repaired or not in working order.
5. **Unless removed by the consignor, items become the property of The Exchange on the 60th day of the consignment period. NO NOTIFICATION OF EXPIRATION DATES WILL BE ISSUED. IT IS THE RESPONSIBILITY OF THE CONSIGNOR TO LOCATE ITEMS THEY WISH TO REMOVE FROM INVENTORY.** When located, the items must be presented at the business office where a staff member will remove the tags. The consignor picking up the merchandise **MUST** sign the inventory sheet. Identification is required to prove ownership. **CONSIGNMENT PICK-UP HOURS: 9 a.m. to noon Monday –Friday.**

DONATIONS, CONTRIBUTIONS AND TAX LETTERS : The Woman's Exchange, Inc. of Sarasota is a non-profit Corporation that provides funding for cultural organizations and scholarships in the Visual and performing Arts. Donations are gratefully accepted at any time. Tax letters are available upon request. The Woman's Exchange Endowment Fund provides scholarships and grants to Arts Organizations. The Fund accepts contributions of cash and marketable securities. The Fund can be further perpetuated by your generous cash and marketable securities. The fund can be further perpetuated by your generous remembrance in your Estate Plan. We are a tax-exempt organization as defined under section 501(C) (3) of the Internal Revenue code. For income tax purposes, it is your responsibility to report profits from the sale of personal property.

The Exchange will dispose of articles not acceptable for consignment **WITHOUT** notification. _____ INITIAL. Neither The Exchange, nor its employees, agents nor volunteer workers shall be liable for any theft, loss or damage, with respect to any consignment merchandise. _____ INITIAL.

I HAVE READ, UNDERSTAND AND HAVE BEEN GIVEN A COPY OF THIS CONTRACT.

PRINT NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

TELEPHONE: _____ EMAIL _____

SIGNATURE _____ DATE _____