

Pink Moon, Inc. DBA *HERTHA'S* SECOND EDITION UPSCALE LADIES CONSIGNMENT

**330 Fairhope Avenue
Fairhope, Alabama 36532
(251) 928-4866**

CONTRACT

HOURS: Monday-Saturday 10AM-5PM

The undersign (hereafter referred to as "Consignor" hereby contracts with Pink Moon, Inc. dba Hertha's Second Edition (hereafter referred to as Consignee) for the consignment of items delivered by Consignor to Consignee. This Consignment Contract shall cover all items delivered now and/or in the future by Consignor to Consignee.

Consignee shall establish the price on all consigned items at the Consignee's sole discretion. Consignee does not guarantee any price and Consignor understands and agrees that they are not guaranteed any amount for consigned items. Consignee, at its sole discretion, may make revisions to the price of the consigned items and prices on consigned items may be reduced at any time during the 60 day consignment period.

The consignment period shall be 60 days from the time Consignee places the consigned items for sale in the store. Consignee may store consigned items in an alternate location before placing them for sale in the store. Any and all consigned items that remain unsold at the end of the 60 day consignment period shall be donated without notice to a non-profit group. The selection of a nonprofit group to receive said unsold consigned items shall be at the sole discretion of Consignee. If Consignor should request, Consignee will provide a donation receipt to Consignor for any consigned items that are donated.

For any and all items that sell during the 60-day consignment period, Consignor shall be credited 50% of the selling price. Consignor understands and agrees that Consignee may charge buyers of consigned items a handling fee of not less than \$1.99, which amount shall be retained entirely by Consignee. Consignor understands and agrees that Consignee will not contact consignor regarding the status of consigned items and it is consignor's responsibility to contact Consignee regarding the status of consigned items by coming to the above-referenced address during posted business hours. Consignor may request a check once a month for items sold or shop with Consignor's credits at the above-referenced address during store hours. Any monies left on Consignor's account after one year from the date of sale shall be forfeited.

Consignor understands and agrees that it is Consignor's responsibility to only deliver consigned items to Consignee that contain no defects, stains, flaws or odors. Consignee may immediately donate any consigned items that consignee determines, in its sole discretion, have any defects, stains, flaws or odors without notice.

Consignor understands and agrees that Consignor retains all risk of loss for consigned items. Consignee shall not be liable for any loss or damage to consigned items, including but not limited to loss or damage due to fire, theft, vandalism, or flood.

On line: Items may be sold on our online store at the discretion of Pink Moon, Inc. dba Hertha's Second Edition Upscale Ladies Consignment

Name: _____ Date: _____

Address: _____ City/State: _____

Phone: () _____ Email: _____

Signature: _____