

**HERTHA'S SECOND EDITION UPSCALE LADIES CONSIGNMENT**

**50 S Church Street, Suite D  
Fairhope, Alabama 36532  
(251) 928-4866**

**CONTRACT**

**HOURS: Monday-Friday 10AM-5PM, Saturday 10AM-4PM**

The undersign (hereafter referred to as "Consignor" hereby contracts with 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 each and every item that sell during the 60-day consignment period, Consignee shall deduct a \$2.99 handling fee from the pre-tax selling price and the handling fee shall be retained entirely by Consignee. After deduction of the handling fee, Consignor shall receive a credit of 50% of the net pre-tax selling price and Consignee shall retain all remaining proceeds. Consignor understands and agrees that Consignee will not contact Consignor regarding the states of Consigned Items or the states of Consignor's credits, if any. It is Consignor's sole responsibility to contact Consignee regarding the states of Consigned Items and the states of Consignor's credits, if any, by coming to the above-referenced address during business hours, which are posted at the above-referenced location and may change from time to time. Consignor may request a check once a month for the balance of credits on Consignor's account or Consignor may shop with Consignor's credits at the above-referenced address during posted business hours. Any credits remaining on Consignor's account after one year from the date of sale of Consigned Items shall be forfeited and become the sole property of Consignee.

Consignor understands and agrees that it is Consignor's responsibility to only deliver Consigned Items to Consignee that contains no defects, stains, flaws, or odors, and are clean and pressed. Consignee may immediately donate or dispose, without notice, any Consigned Items that Consignee determines, in its sole discretion, have any defects, stains, flaws, or odors. Notwithstanding anything herein to the contrary, Consignee shall not be obligated to offer Consigned Items for sale and Consignee may immediately donate or dispose without notice, any of Consignor's consigned items that Consignee determines, in its sole discretion, are not suitable for consignment. Should Consignor remove any Consigned items from consignment prior to their sale, donation, or disposal, Consignee shall charge Consignor a handling fee of \$2.99 for each and every such item.

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. Consignor understands and agrees that the terms of this Consignment Contract may be amended by Consignee from time to time, Consignor consents to such amendments and any other communications from Consignee via email at the email address below.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_