**Consignment Agreement**

**General Terms and Conditions**

This agreement is made this \_\_\_\_day of \_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter TENANT), and Vintage Grace Antiques (hereinafter VGA) located at 90 Central Ave, Lancaster, N.Y. 14086. The terms applicable to this agreement are as follows:

1. The agreement shall become effective \_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in effect on a month-to-month basis until terminated by either TENANT or VGA upon thirty (30) day’s prior written notice to the other party.
2. VGA agrees to provide a reasonable number of staff to service customer inquiries and subsequent sales of TENANT’S salable items.
3. VGA agrees to collect applicable sales taxes on sales of TENANTS’ items and remit such taxes to the applicable taxing authorities.
4. Items will be brought in for consignment during designated times, or by appointment only. Any items VGA decides not to take should be taken with you or picked up within 5 days. If not retrieved in 10 days, the items will be donated.
5. Items that will not be accepted are clothing, crafts, furniture with heavy odors or pet hair, and anything that is heavily stained, faded, cracked and/or damaged. The item must also have a minimum value of $5.00
6. Items will be priced by VGA and will be discounted after 30 days by 25%. After 60 days, they will be further discounted to 50% of original price. After 90 days it will be dropped to 75% or donated at our discretion.
7. You will be notified at end of sale period to pick-up your items. If merchandise isn’t picked up within 10 DAYS after notification, your items WILL BE DONATED!
8. Holiday related merchandise will be displayed 5 weeks prior to the holiday. On or directly after the holiday it will be reduced 50%. Ten (10) days after that it will be further reduced to 75% and after another 5 days it will be removed from the sales floor.
9. Items may be picked up without penalty after 60 days. If removed before then, VGA would need 5% of the appointed price before items are removed. If you continue to pick up items at 60 days, VGA reserves the right to stop accepting consignment from you permanently.
10. VGA does not buy items directly (at this time).
11. TENANT will receive 50% of what the item sells for. Checks can be picked up at designated time of the month.
12. VGA agrees to provide to TENANT a complete accounting of items sold and remittance of monies collected within ten (10) days after closing of each monthly consignment period.
13. TENANT must bring in (and remove if needed) all items. There is no pick-up or delivery.
14. VGA may terminate this agreement at any time for any reason.
15. VGA shall provide general property and liability insurance on its premises.
16. TENANT shall be liable for losses arising from theft or events outside of the control of VGA.
17. If any provision of this agreement should later deem to be invalid of unenforceable, the balance of this agreement shall remain in full force and effect.
18. All local, state, and federal laws, excepting only its conflict of law’s provisions, shall govern the validity, construction and performance of this agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this agreement shall be the exclusive jurisdiction of the State of New York.

Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drivers License -OR- SS# -OR-
NY State Sales Tax Exempt # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vintage Grace Antiques

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_