



Consignor ID: \_\_\_\_\_ # of Items: \_\_\_\_\_

Date Consigned: \_\_\_\_\_ Expires: \_\_\_\_\_

Effective Date: January 15<sup>th</sup>, 2024

Please Print Clearly

Name: \_\_\_\_\_ Birth Month: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Use of your email and phone number is limited to "in-house" use only and will not be shared or sold. A valid means of reaching you is required to conduct business. You may "opt-out" at any time by contacting us, in-person, via e-mail or via phone.

Upon acceptance of your Agreement, your items will be inventoried, priced, added into our sales system and placed on the sales floor. Your signed contract and priced inventory list will be emailed to you the **Tuesday** following the entry of your items in our system.

Additional items may not be added to an agreement once the items are inventoried and placed on the sales floor.

All additional items must have a new contract - No Exceptions.

It is **YOUR RESPONSIBILITY** to check the **EXPIRATION DATE** of your items. Once your items have expired, please notify 2 OLD CROWS of your intention to pick up your items. **See Items 9 and 11 for important information.**

Please **ALLOW TWO (2) BUSINESS DAYS** for your items to be gathered.

### Consignment Agreement

THIS CONSIGNMENT AGREEMENT (Contract), dated as of \_\_\_\_\_, 202\_\_ (this "Agreement"), is entered into between \_\_\_\_\_ ("Consignor"), and 2 Old Crows, LLC, ("Consignee")

**RETAINED FEES / CONSIGNMENT SPLIT:** Upon sale of any consigned property, Consignor shall receive **55%** of the final selling price of the merchandise, to be paid upon in the following month, as described in section 6.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consignment for Resale. All delivery and sale of goods will be on a consignment basis.
2. Consigned Goods. The Consigned Goods are described as follows: (attach a complete list of items being consigned)
  - a. Consignee will receive consigned goods by **appointment only**. Consigned Goods will only be received at the designated location. Consignee **must** provide a list of items being consigned. (The Consigned Goods)
3. Inspection by Consignee. The Consignee will inspect the Consigned Goods upon receipt and notify the Consignor of any discrepancy with the quantity, condition, or quality of the Consigned Goods based on the Consignee's provided list.
  - a. (Nonconforming Goods") Any Nonconforming Goods may be returned by Consignee at Consignor's cost.
  - b. Any consigned items that require cleaning or repair, will incur a sur-charge, which will be deducted from any proceeds.
  - c. Condition. Items must be in CLEAN, new, or next to new condition and ready for Display and Resale. 2 Old Crows, reserves the right to reject any item for any reason at any time. **Larger items and furniture must be approved prior to arrival.** Photos of larger items and furniture must be emailed prior to appointment for approval. Items will be accepted based on condition, cleanliness, space availability and previous salability. Any items not selected for consignment must be picked up by Consignor within **3 (three) days** of notification by phone, text message or email from 2 Old Crows, or they considered as **donated**. Consignor assures that all items brought for consignment are in marketable condition and are authentic (not counterfeit).
4. Title. The Consignor will retain title to the Consigned Goods unless and until they are purchased by Consignee at the time of resale to a customer. When Consignee resells the Consigned Goods to a customer, title to the Consigned Goods shall pass from Consignor to Consignee and immediately thereafter from Consignee to purchasing customer.
5. Casualty. Consignor understands that 2 Old Crows makes every effort to protect Consignor's goods and agrees that 2 Old Crows will not be liable for loss or damage due to customer mishandling/breakage, theft/stolen merchandise, fire, or any other casualty.

# Consignor / Consignment Agreement

Effective Date: June 1<sup>st</sup>, 2023

6. Pricing / Markdowns/Payments. Consignee will have the exclusive right to determine the price of the Consigned Goods. Consigned Goods will automatically be marked down as follows:  
15% after 19 days                      30% after 38 days                      50% after 57 days  
Consignee shall be able to provide an additional 10 % markdown, up to a maximum of 60% if it encourages a sale.  
NOTE: If you have items which you have a "Firm" price requirement, this must be discussed prior to the item being placed on consignment. Consignor reserves the right to Pass on any item where a specific selling price is needed.  
Payment for Consigned Goods is calculated on the final sales price, not including any additional fees or sales taxes. For all sold items a check will be mailed to the Consignor on the 15<sup>th</sup> of the month following the month in which the Consigned Goods were sold. Checks must be cashed or deposited within 90 days. 2 Old Crows, LLC will not be liable for payments to Consignor should the check not be processed within 90 days, if lost or stolen. A \$ 2 check and administration fee will be applied to all check payments
  - a. Online Sales. Certain items may be selected for sale in online marketplaces which could include the 2 Old Crows website, Facebook Marketplace, eBay, Etsy, etc. Payment for online sales will be made in the same manner as described above, however due to shipping time spans and return policies, there may be a delay of up to 30 (thirty) days for payment to the Consignor.
  - b. Off-Site Sales. Certain items may be relocated to our booth location in Cleveland, GA, upon Consignee approval. Payments for Off-Site sales may be delayed by 30 days for these items. Approval to sell Off-Site: \_\_\_\_\_
  - c. Re-Consignment. At Consignor's Discretion, not to exceed an additional 75 days. Re-Consigned are subject to a price reduction of 20% from the original consigned price, will follow the normal markdown schedule and will incur a \$ 1.00 sur-charger per item.
7. Records. Consignor must keep a record of all Consigned Goods delivered to Consignee and sold by Consignee.
8. Return of the Goods: Consignee will return any Consigned Goods that it is unable to sell. The consignor is responsible for picking their items up, including bringing appropriate boxes or containers to remove the items.
9. Term: Termination. Unless earlier terminated, this Agreement shall have a term of 75 days commencing on the date of this Agreement. The Consignee may terminate this Agreement without prior notice for any reason and return the Consigned Goods to the Consignor.
  - a. After 75 days, the consigned goods must be picked up within 5 (five) days. Any items still in possession of 2 Old Crows, LLC on day 81, are considered donated to consignee, without further obligation.
10. Representations and Warranties. Consignor represents and warrants that Consignor has the full right, power, and authority to enter into this Agreement and Consignor has the right, title, and interest to the Consigned Goods. The consignor attests to his/her full and legal ownership of all consigned items and that they are free from any liens, loans, legal proceedings, or any other owner encumbrances.
11. Indemnification. Consignor shall indemnify, hold harmless and defend Consignee and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors and permitted assigns against all losses, damages, liabilities, attorney's fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by Consignee.
12. Entire Agreement. This is the entire agreement between the parties.
13. Amendments. 2 Old Crows may amend this agreement from time to time, as deemed necessary, to reflect changes in policies and procedures. 2 Old Crows will post a notification of changes in the store and online. Consignors are responsible for reviewing this agreement periodically. The most recent dated agreement supersedes all other agreements.
14. Notices. All notices must be in writing, addressed to the other party at the address set forth in this contract, and delivered via personal delivery, nationally recognized overnight courier, certified mail, or registered mail.
15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.
16. Choice of Law. This agreement is governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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

Consignee: (2 Old Crows, LLC) Consignee Signature: \_\_\_\_\_

A system generated Contract will be produced upon entry of Consignor information and inventory. A system generated Contract will be emailed to the Consignor along with a list of items consigned. This Signed original document serves as the Contract. Re-Consignments - are considered "Signed" when either an e-mail or Text Message are received by the Consignee.