

# Consignment Agreement

Generations Antiques and More  
13630 Ridge Road  
North Royalton, Ohio 44133  
www.generationsantiquesandmore.com

Owners: Todd & Lisa Allen  
Email: generationsantiquesandmore@gmail.com  
Store Phone: 440-628-8181  
Todd's Cell: 440-596-7540  
Lisa's Cell: 440-596-1570

This Agreement sets forth the understandings and expectations between Generations Antiques and More, hereinafter referred to as "Generations Antiques and More" or "Generations" and the party identified below hereinafter referred to as the "Consignor." The agreement addresses all matters pertaining consignment structure, duration, payments and other conditions that are mutually expressed between the parties.

Consignor \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Consignor Identification \_\_\_\_\_  
Contract Starts \_\_\_\_\_  
Contract Ends \_\_\_\_\_  
Last Pick up Date \_\_\_\_\_ (Mark this date on your calendar)

The Consignor hereby warrants, represents and attests that he/she is at least 18 years of age, is the owner of all goods consigned to Generations; and has the legal right to enter into this Consignment Agreement; that the goods are saleable and/or free & clear of liens, loans, legal proceedings or other ownership encumbrances. The consignment period shall be 60 days.

Generations offers two consignment options. By circling and initialing the option below, the consignor agrees to that consignment option offered by Generations:

**Option A 50/50 split.** 50% of the selling price to the consignor and 50% of the selling price to Generations. This option is for those consignors who have a set amount that they want to receive for their item and will not allow Generations to accept any offers lower than the asking price.

**Option B 60/40 split.** 60% of the selling price to the consignor and 40% of the selling price to Generations. This option is for those consignors who have allowed Generations to negotiate and accept offers from buyers that are 80% or greater of the asking price for their item.

Generations reserves the right to determine the actual selling price of all items. The price will not be changed during the initial 44 day consignment period unless agreed to by the consignor by choosing option 2. All prices are subject to a 30% reduction on day 45.

Consignor acknowledges that Generations is not a certified appraiser of antiques and/or collectibles. Every effort will be made to fairly price and profitably consign items based on a number of factors including age, condition, quality, quantity, brand name and market prices for comparable merchandise.

Generations reserves the right to attempt to sell any item through any internet source. Any and all proceeds above the store tag price shall be added to the proceeds of Generations. The consignor agrees that they are not due any additional portion of proceeds above the store tag price. Items sold on the internet shall not be sold below the store tag price (or discounted price after 44 days).

Consignor agrees that any item consigned to Generations may be displayed whenever and wherever Generations chooses.

Consignor acknowledges that Generations will have a monetary investment in time, space and advertising in selling consignors items. Consignor agrees not to remove consigned items prior to the end of the 60 day consignment period. If a consigned item is removed prior to the end of the consignment period, the consignee agrees to pay Generations a fee of 15% of the asking sale price of the consigned item plus any additional costs incurred by the consignment.

Consignors will be paid after their item has sold. Payment will be made on the 10<sup>th</sup> of each month for the previous month's sales for balances over \$25. Payments are available for pickup in person at Generations or used at any time for store credit. Cash payments may be available at the discretion of Generations. We do not automatically mail checks. If you prefer to have a check mailed to you, there is a \$1.00 mailing fee. Payments not picked up after 3 months will be expired and forfeited. Checks that are picked up will not be reissued under any circumstance.

Generations has set up an access account document via google docs so that you may track your sales and payments. You will be added to this account via email notification from Generations. Others may call Todd at 440-628-818 to inquire if an item has sold or not.

Consignor acknowledges that Generations maintains fire and liability insurance coverage only. All reasonable care will be taken to ensure the safety of items consigned with Generations, however, items are left at the consignor's risk. Consignor acknowledges that Generations is open to the public and is not responsible for any loss due to damage, theft, fire, water, casualty or natural disaster.

It is the responsibility of the consignor to notify Generations of any change of contact telephone number or address.

All consignment items must be clean, in displayable condition and ready for resale. Generations may charge a fee up to \$10 if an item requires additional cleaning or repair. The cost of this work, if necessary, will be deducted from the consignor's portion of the sale proceeds.

Although we cannot guarantee that each item will sell, Generations will make every effort to correctly price each item and sell each item consigned within the consignment period.

It is the responsibility of the consignor to know when the consignment period expires. Upon expiration of the consignment period, the consignor has seven calendar (7) days to pick up any unsold items.

You must notify us at least one calendar day in advance that you are coming to retrieve your unsold item(s). We need this time to pull your item(s) and have them ready for you to pick up.

Unless prior arrangements have been made and agreed upon in writing by both the consignor and Generations any item left for more than seven (7) calendar days after the end date (SEE LAST PICKUP DATE ABOVE) of the consignment period will be considered abandoned and become the sole property of Generations and may be disposed of or donated to any charity of choice. After 67 days from the consigned date, Generations has NO FURTHER OBLIGATION TO THE CONSIGNOR for account inquiries, accounting information or contract settlements.

## **ENTIRE AGREEMENT**

This Agreement, along with the attached inventory sheet, is the entire agreement between the parties and supersedes any and all previous agreements between the parties. No other written or verbal contracts, agreements, or understandings exist nor are relied upon. As the Consignor, I agree to the above terms and conditions of this Consignment Agreement, that the attached inventory sheet is an accurate number and listing of the items I am consigning and that I have received a copy of this Agreement.

### **For the Consignor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **For Generations:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date