



This agreement is entered into as of the date herein, by and between the parties named herein, subject to the terms and conditions set forth below. Cape Fear Consignments will be referred herein as CFC.

1. _____ Retained Fees: All Consigned Items: **Fifty percent (50%)** of the selling price shall be retained by CFC.
2. _____ Retail prices of consigned items will be set by store staff determined by original price, maker, age, condition, and/or market value as well as other factors not listed. Consignor retains the right to take back items they feel is/are underpriced. CFC retains the right to refuse consignors that argue pricing with CFC staff.
3. _____ Liability: CFC will care for your merchandise to the best of our ability, but will not be held liable for damage by reason of theft, loss, or transporting to or within store.
4. _____ Ownership: Consignor owns, outright, all items they have consigned with CFC up to point of sale.
5. _____ Price Reduction: All items consigned will be subject to a 10% price reduction after 30 days and another 10% reduction after 60 days.
6. _____ Contact Information: It is the **Consignors responsibility** to keep contact information to include current phone number, email (if any) and address up to date with CFC. CFC is not responsible for loss of return checks when determined the information provided was outdated or incorrect. **Consignor will pay \$30.00 fee** for replacement check which can be paid with consignor settlement.
7. _____ Photographs: CFC has the right to photograph items and use the photographs to market the items and CFC.
8. _____ Settlements: Consignors with settlements **less than \$10 within a given month will not be settled by a check** but given store credit or balance carried to following month. Settlement checks are issued monthly on the 10th for the whole prior month. Consignors may pick their check up at the shop beginning on the 10th. Checks not picked up will be mailed on the last day of the month.
9. _____ All items are taxable.
10. _____ Record Keeping: It is the responsibility of the consignor to maintain all records of consigned items.
11. _____ All transactions and resolutions to disputes will take place in (Leland, NC)
12. _____ CFC reserves the rights to run "Sales" on certain items or groups of items as inventory levels dictate.
13. _____ If an item does not sell in the 90 day consignment period, the consignor will be notified by phone or e-mail. The consignor will pick up the item or we can donate in your behalf. If we do not reach you (see item 6), CFC ask that you respond to us within 5 days. If no contact is made after that 5 day period a second attempt will be made using contact information (see item 6). If after the second attempt no response is provided the items in question **convert to CFC store inventory.**

Consignor Address _____ City _____, State _____ Zip _____

Phone # _____ Alternate Phone # _____

By(signature) _____ Date _____ By(Signature) _____ Date _____

Cape Fear Consignments Name (Print) _____