

Ballard Consignment-Everett Contract

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- 1) **Consignment Policy:** The consignment period is unlimited except that either party may terminate the consignment by giving written notice to the other party. If a consignor initiates termination, the contract will terminate once consigned items are picked up. If we terminate the consignment, you may be asked to pick up the consigned items at our discretion. Items not picked up within two weeks of notice **may be sold, donated or disposed of without further notice or any benefit to you.**

Initial Here: _____

- 2) Ballard Consignment determines the selling price and may give additional discounts at its discretion. Periodic price reductions continue until the item sells.

Initial Here: _____

- 3) **Reimbursement:** When an item sells, Ballard Consignment will receive **100%** of the **final sales price**. Ballard will then issue **60%** of the final sales price to you as a store credit on the 5th of the following month. The store credit will automatically be posted to your account without any additional notice. Store credit does not expire and may be redeemed for merchandise at any Ballard Consignment retail location.

In addition, for a period of one year after a store credit is issued, you may elect to redeem the store credit for a check equal to **55%** of the final sales price (i.e., 91.67% of the store credit balance). To elect to redeem your store credit for a check, you must pick up and cash the check within the one-year period. If you do not pick up and cash your check within the 12-month period, the check will be void and you will not be entitled to redeem your store credit as a check. However, your store credit never expires and may still be redeemed for merchandise. If you lose your check before the 12-month period expires and would like a replacement check, we will issue the replacement check for a \$25 fee, which will be deducted from your store credit balance prior to issuing the check.

Checks are available for pickup at the store where you consigned beginning on the **5th** of each month. If you prefer to have your check mailed to you, you **must provide** a business-size, self-addressed, stamped envelope. The name on the account must match the name on the envelope. You are responsible for ensuring your mailing address is current.

Initial Here: _____

- 4) **We do not place a call to you once an item has been sold or a store credit has been issued or a check has been printed. If you have an inquiry, please call or email us.**

Initial Here: _____

- 5) **Waiver:** Ballard Consignment is not responsible for loss (including theft), or damage to consignments and encourages each consignor to carry appropriate insurance.

Initial Here: _____

Please print clearly and complete in entirety:

First Name: _____ Middle Initial: _____ Last Name: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

By signing this agreement, you acknowledge that you have fully read, understood, and agreed to the terms outlined herein. Ballard Consignment reserves the right to modify this agreement at its sole discretion at any time, with or without prior notice, as it deems appropriate.