



Consignment and Buy Outright Agreement

1. CONSIGNOR agrees to consign or sell item(s) to Presque Isle Consignment, LLC at 2208 West 8th Street, Erie, PA. Consignor warrants they possess complete and clear title to all merchandise offered and will NOT hold PI Consignment responsible for any claim from another party to offered merchandise. If an item is found by PI Consignment to be recalled, the consignor forfeits the item to be disposed of by PI Consignment without notice. PI Consignment reserves the right to decline or donate items (due to flaws found during pricing) at its own discretion.

2. **RETAINED FEES FOR MERCHANDISE:**

Consignor receives Fifty percent (50%) of the SELLING PRICE of each consigned item, which does not include the buyer's fee. The remaining portion shall be retained by PI Consignment, LLC. If PI Consignment must clean a consigned item, \$5 will be deducted from the consignor's account for each cleaned item. **Consignor receives Thirty percent (30%) of the INITIAL PRICE on items that are bought outright.**

3. **LIABILITY:** While every reasonable effort will be made by PI Consignment, LLC to safeguard consigned merchandise at 2208 West 8th Street, Erie, PA, PI Consignment assumes NO liability for the loss, damage to, or destruction of any consigned item(s) by fire, theft, accident, or any other cause.

4. **PRICES** are set at the sole discretion of Presque Isle Consignment, LLC. **Décor items and jewelry** are generally bought outright. A credit is added to a consignor's account when an item goes on display. PI Consignment, LLC reserves the right to offer consignment terms for décor and jewelry items on an individual basis. **Furniture items** are consigned for 9 weeks and must remain for the total consignment term. Items reduce 20% after 4 weeks and 40% after 7 weeks. A buyer's fee ranging from \$0.99 to \$9.99 is added to each consigned item to cover selling costs.

5. **PICKUPS:** IF DESIRED, THE CONSIGNOR CAN RECLAIM UNSOLD ITEMS, BUT IT IS THE SOLE RESPONSIBILITY OF THE CONSIGNOR TO RECLAIM THOSE ITEMS FIVE (5) CALENDAR DAYS OR LESS BEFORE THE EXPIRATION DATE. Presque Isle Consignment, LLC will NOT notify the consignor prior to the expiration date.

After 9 weeks, all items automatically become property of Presque Isle Consignment, LLC.

6. **CONSIGNOR PAYMENT:** Payments are made to the listed consignor only. **Checks are issued on the last day of each month.** A one dollar (\$1.00) check fee is deducted from each check. Consignor forfeits any check payments not cashed within 180 days to Presque Isle Consignment, LLC. If the account balance is less than \$21, the balance will continue to accrue until the next check date. Consignor may use his/her account balance for store purchases at any time. Note: It may take up to ten (10) days for checks to arrive in the mail.

7. **ACCOUNT TERMINATION:** Accounts that have a two dollar (\$2.00) balance or less at the end of the year and have no items left for sale are automatically closed. Consignor that cannot be contacted due to an invalid address, phone, or email forfeits his/her account balance to Presque Isle Consignment, LLC. Consignor that does not respond to a payout request (made by phone) in the required time also forfeits his/her account balance to Presque Isle.

8. **DISPUTES:** All transactions and resolutions to disputes will take place in Erie, PA, USA.

I have read the terms of this consignment agreement and accept them as described above:

Consignor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Birth Month: _____ (for special birthday offers)

Please check this box as your acceptance of the above agreement Date: _____

_____ **Store Use Only: Initials:** _____