

**BETWEEN FRIENDS CONSIGNMENT CONTRACT**  
**6608 Delmonico Drive - Colorado Springs - CO – 80919**  
**719-528-6616**

Customer Name: \_\_\_\_\_

Consignor Number: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

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

**I. AGREEMENT**

1. The undersigned hereby agrees to the following terms and conditions, and agrees that these terms and conditions shall remain in effect through the term of this consignment, and continue thereafter on any additional items placed on consignment at Between Friends unless a new contract is executed between the parties.
2. Between Friends will do our best to safeguard the consignor items however - The Consignor agrees that *BETWEEN FRIENDS IS NOT RESPONSIBLE FOR FIRE, DAMAGE, or THEFT (including shoplifting) OF ANY ITEM CONSIGNED.*

**II. LENGTH OF CONSIGNMENT**

1. Each consignment will be for SIXTY (60) DAYS from the date the consignment is entered into store inventory.

**III. PRICING AND DISCOUNTS**

1. All items accepted for consignment will be priced by Between Friends. An itemized list will be ready within 48 hours at the store.
2. When you bring your items in, Between Friends will select items that our customers will buy. Sometimes there will be items we cannot sell. Please understand that our customers' preferences must be our selection guidelines.
3. Once items are selected, you will have ten (10) days to reclaim items which were not selected for consignment. All items not retrieved within the ten (10) day period will be disposed of at the discretion of Between Friends.
4. *CONSIGNED ITEMS WILL BE REDUCED TWENTY-FIVE PERCENT (25%) OF THE ORIGINAL PRICE THIRTY (30) DAYS AFTER THE ORIGINAL CONSIGNMENT DATE.*
5. Periodically, Between Friends will hold sales events that greatly increase the sales potential of your items. Items may sell at a discount from the current ticketed price, and the discount will be shared between the Consignor and Between Friends at the sharing ratio stated in this contract.

**IV. DISPOSITION OF ITEMS NOT ACCEPTED FOR CONSIGNMENT**

1. The consignor is responsible for contacting Between Friends regarding items not accepted for consignment within 48 hours.
2. The consignor has *TEN (10) CALENDER DAYS* to claim these items at Between Friends, or Between Friends will dispose of these items at its discretion.

**V. CONSIGNOR PAYMENTS**

1. *THE CONSIGNOR WILL RECEIVE 40% OF THE SELLING PRICE OF EACH ITEM.*
2. Consignment payments will be available for pickup at Between Friends 10 days after the consignment end date. Balances greater than \$30 will be made by check, balances under \$30 may be picked up in cash. A request for a payment and / or consignment paperwork to be sent by post will incur a \$1 fee.
3. A stop payment fee for a lost check will be a \$40 service charge.
4. Balances not picked up at Between Friends within three (3) months after the end of the consignment will be cancelled and reverted to the store.
5. The consignor may utilize their balance during an active consignment for store credit or will receive a check or cash ten (10) days following the end of their consignment.
6. A \$1 monthly internet consignor access fee will be charged during an active consignment.
7. This contract will be null and void after one (1) year – twelve (12) months without an active consignment.

**VI. DISPOSITION OF UNSOLD AND UNCLAIMED ITEMS**

1. The consignor must notify Between Friends at least 2 days before of the end of the consignment if they wish to reclaim any unsold items.
2. *A SERVICE FEE OF ONE DOLLAR (\$1.00) PER ITEM WILL BE CHARGED FOR RECLAIMED ITEMS.*
3. At the end of a consignment, reclaimed items must be picked up within ten (10) days.
4. *ALL UNCLAIMED ITEMS BECOME THE PROPERTY OF BETWEEN FRIENDS AND WILL BE DISPOSED OF AT BETWEEN FRIENDS' DISCRETION.* Between Friends normally donates unclaimed items to neighborhood charitable organizations. If sold at clearance, any monies realized will be retained by Between Friends to defray handling costs.
5. *THE CONSIGNOR, BY HER / HIS SIGNATURE BELOW, AGREES TO ALL PROVISIONS OF THIS CONTRACT AND TO RELINQUISH ALL RIGHTS TO ITEMS LEFT BEYOND THE DATES SPECIFIED ABOVE.*

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

Date: \_\_\_\_\_

**This Contract is Subject to Change Without Notice**