

Alley Kats Arts & Antiques
401 S. Center
Bloomington, IL 61701
(309) 820-0777

Consignment Agreement & Contract

PART ONE

This agreement of contract is established and binding for one year from date of signage between Alley Kats Arts & Antiques (known hereafter as "store") and

Name: _____

Address: _____ **City:** _____ **Zip:** _____

Contact Phone #: _____

PART TWO

The store agrees to accept items from the customer for the store to sell at the best possible price (optimal) in the marketplace designated by the store and its entities. The store will make all decisions as to the salability of said items and reserves the right to refuse any items presented by the customer. Items need not be in working order to be accepted. Items that can be repaired for optimal sales will be done so with permission from the customer and at the customer's expense. All items are subject to a minimal cleaning charge, if it is required, and shall not exceed 10% of the final sale value of the item. Any expenses will be deducted from any sales price of the items presented by the customer. The store has full title to all the items consigned by the customer. The customer also warrants that all information regarding the items consigned is accurate to the best of their knowledge.

PART THREE

The following time frames are assigned to the items that the customer leaves with the store per this agreement:

Item is repaired and cleaned if necessary, priced and prepared to be placed in the consignment area of the store on the 1st of the next month following the date the item is left by the customer at the store. (Items left after the 20th of the month may be delayed to the next time period.)

Item is offered from the 1st of that month until the 1st of the following month at the highest optimal price as is determined by the store.

If the item fails to sell in that time period, it is then offered at 25% off the highest optimal price for an additional month time period.

If the item fails to sell in that time period, it is then offered at 50% off the highest optimal price for an additional month time period.

After the item is offered for sale at the optimum price, 25% off and 50% off and has not sold, it is re-evaluated. The item will then be placed for sale at a lower price, be returned to the customer or donated if that option is selected.

Please return my items: **Customer Initials:** _____

Please donate my items: **Customer Initials:** _____

Please purchase my items at ten cents on the dollar for auctionable items then donate the remainder:
Customer Initials: _____

PART FOUR

The store will take care of any sales tax under their license with the State of Illinois and bears no responsibility to the customer.

Once an item left by the customer has sold, the store will take the following steps:

The items sold price will be recorded.

The 15th of the following month of said sale, the store will retain **35%** of the sale price of the item and any fees that are owed by the customer pursuant to part two of this agreement.

The remaining funds will be issued to the customer in the form of a gift card mailed via the USPS to the address of record on this agreement. Cards balance will remain on the account until redeemed for merchandise, check issuance or cash when available. Cards have no cash value and are used to indicate that you have funds available.

You may call and request a check issued to your address after receipt of notice there are funds available over the amount of \$20.00 and checks are only good for 60 days from issue.

The store will be responsible for any loss or damage caused by their negligence during the time period they are in possession of the customer's item as enforced by the laws of the State of Illinois.

PART FIVE

Items that are not picked up in the time defined in this agreement are forfeited by the customer.

These items are donated to a local agency by the store.

Store Initials: _____ **Customer Initials:** _____

Items that are deemed unsafe or recalled by the US Customer Product Safety Commission will not be accepted. Items placed on the recall of unsafe list while the store is in possession of the item will result in the customer being notified. The customer will pick up this item within 10 days of notice. Failure to pick up the item in 10 days will result in the item being surrendered to the USCPSC or destroyed.

Store Initials: _____ **Customer Initials:** _____

The optimal selling price of an item is determined by the store and the customer acknowledges that the store will establish the optimal selling price. The optimal selling price will be determined by the function of market value, condition and appearance as well as recent fair market sales closings.

Store Initials: _____ **Customer Initials:** _____

PART SIX

The store is, and shall remain, an independent contractor selling to third-party buyers the Consigned Goods. The store does not appoint the customer as its agent or authorize the customer to hold itself out as its agent, and does not convey to the customer any property interest in the store's corporate name, trademarks, or goods.

The customer shall not assign any of their rights under this agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the store and any attempt by customer to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

Any notices, bills, invoices, or reports required by this agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses in part one, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the

provisions of this section.

This agreement is to be construed in accordance with and governed by the internal laws of the State of Illinois, USA.

All disputes under this Agreement shall be settled by arbitration in Mclean County before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto.

This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this agreement; and, the remaining provisions of this agreement shall remain in full force and effect.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO CONSIGNOR DURING THE THREE MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION BY CONSIGNEE.

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicenses, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Customer Signature: _____ **Date:** ____/____/____

Store Signature: _____ **Date:** ____/____/____