

# BYRD Consignment Agreement & Intake Form

LAST NAME

FIRST NAME

CONSIGNOR ACCOUNT CODE

**Condition of Acceptance:** All items you wish to consign must be in clean and sell-able condition. Items cannot have stains, pulls or missing buttons. Items must be smoke-free and free of pet hair. We may decline to accept items or return items after closer inspection for several reasons including:

- Brands are not ones we sell or are too dated
- There are slight imperfections or alterations were made to the item
- The items have not been cleaned
- The items are showing greater signs of wear than what we accept or missing buttons etc.

**Contract Term:** This agreement shall have a term of 90 days. If you wish to pick up any of your items before the 90-day contract you must give a 3-day notice.

**UNSOLD INVENTORY:** After the 90 days, Byrd will contact you via email (or phone) when determined the unsold item(s) should be removed from inventory. At that time, the consignor must pick those items up within 14 days of notification OR can elect to have them discounted at 40% off for the sale rack OR can have Byrd donate the unsold items to charity. If the consignor does not pick up their unsold items within 14 days, Byrd will ship the items back to the consignor via the United States Postal Service and the cost deducted from the consignor's Shipping Account. A \$10 deposit to your Shipping Account is required of all consignors and is refundable at the close of your consignor account if your unsold items are picked within 14 days of notification therefore not having a draw on their Shipping Account.

If choose to donate, Byrd supports Rung Boutique and The Scholarship Foundation of St. Louis. Items will be donated in the consignor's name for tax donation letter

purposes, those letters are mailed in the first quarter of the new year by the charity.

**Listing Price:** Byrd will price your items at approximately 60% - 80% off the original retail value and email you for review.

The pricing depends on designer label, demand, style, store inventory and current trends. Byrd reserves the right to discount items by 10% to complete a sale.

If we do not receive a response within 48 hours from the time the contract pricing is emailed, it will be taken as your acceptance and agreement with all prices and the items will be put out on the sales floor.

**Authenticity:** Byrd accepts only original, authentic designer items for consignment. By submitting your items for consignment, you, the consignor attest to the authenticity of all items you wish to consign and that they are not counterfeit or replica. Consigned items deemed to be not authentic will be returned to you and you will be charged a \$50 return fee and you agree to return the full amount paid to you by Byrd if you received commission for the sold item.

**Commission Payment:** Byrd will pay you 50% of the sales price it receives on your items, except for Chanel handbags and Louis Vuitton handbags, which are paid out at a 60% sales commission to the consignor. Byrd may deduct fees for repair and/or cleaning charges if Byrd decides are necessary. Consignment commission checks are issued for the previous month's sales. Commission checks are distributed on the 10<sup>th</sup> of each month.

**Lawful Owner:** You attest that you have legal title to and are in legal possession of all items that you have contracted with Byrd Designer Consignment Boutique.

***Please make an appointment for consignment. Byrd discourages you from leaving items for consignment consideration when the owner is not present. Items not selected must be picked up within 48 hours; failure to do so will result in those items being shipped back to you at your expense or donated to charity in your name.***

Number of items selected for consignment: \_\_\_\_\_ on (date) \_\_\_\_\_. Shipping Account paid:

\_\_\_\_\_

Both parties (Consignor and Consignee) have read and understand all statements included in this agreement. Please print:

ADDRESS

STREET

SUITE NO.

CITY

STATE

ZIP

EMAIL

CELL PHONE

SIGNATURE

DATE

2TYPE THE DOCUMENT TITLE