

**88 North Gate Station Dr.
Suite 103
Marble Hill, GA 30148
(At North Entrance to Big Canoe)
770.893.2300**

CONSIGNMENT PACKET

Consignor Name: _____

(Print name clearly)

_____ *(Consignor Code)*

Date: _____

Reassign Date: _____

Items included in Packet:

This form does not include stickers or labels. Please read the Agreement and complete the Inventory listing. Bring the Agreement and the completed Inventory to the office to receive the labels and complete the Agreement.

- * Agreement between Consignor and EMP concerning Terms and Conditions, including Attachments
- * Stickers or labels for Consignor's Code and pricing
- * Disclosure labels for electronic and mechanical items
- * Information Sheet for listing and pricing inventory

SPECIAL CONSIDERATIONS:

North Gate Representative:

CONSIGNMENT AGREEMENT

The Agreement is entered into this ____ day of _____, 2014 between _____ (*Consignor*) and North Gate Estates & Consignment LLC (*a subsidiary of Penny Lane Enterprises LLC*) is to provide for the sale of items retained on consignment.

TERMS OF SHOWROOM CONSIGNMENT

All items presented for sale must be **clean, in good repair and in working order**. North Gate Estates & Consignment LLC reserves the right to refund undisclosed, non-working items.

North Gate Estates & Consignment LLC **does not accept** clothes, bedding, pillows, personally recorded media, guns, ammunition, tobacco, pressboard furniture, damaged items, electronics over 4 years old (*excluding vintage or antique items*), unless agreed to by North Gate Estates & Consignment LLC personnel.

Consigned items will be inventoried, tagged and displayed as soon as possible. Pricing will be determined at time of the acceptance of this Agreement. North Gate Estates & Consignment LLC **reserves the right to adjust pricing** if necessary, based on demand and experience for the sale of like items. North Gate Estates & Consignment reserves the right to photograph and post images of the consigned items to our website and/or other associated websites used by Penny Lane Enterprises LLC for the purpose of advertising and promotion of the items as well as to promote the services of North Gate Estates & Consignment.

Our goal is to bring the best possible price for our consignors, as well as having the most attractive price point for our buyers.

Consignor is responsible for the cost of delivery of items to and from our showroom. Pickup and delivery is available by North Gate Estates & Consignment LLC at additional charge.

TERMS OF SALE

Items will be displayed in our showroom for a period of ninety (90) days ending the _____ day of _____, 2014.

The parties may agree to another ninety (90) day term, but this extension must be in writing and be included as an addendum to this Agreement. If no extension is agreed to and the **items are not picked up within ten days of the end of the term**, then the **items shall be deemed abandoned** and North Gate Estates & Consignment shall dispose of the items at its own discretion. It is the consignor's responsibility to call and make arrangements to ensure that any unsold items are picked up by the end of the consignment period. No other notification shall be given to the consignor. The Consignor shall **not hold North Gate Estates & Consignments responsible** for items the consignor failed to remove in a timely manner.

If the Consignor chooses to end the term of this Agreement early, the Consignor agrees to give North Gate Estates & Consignment timely notice in advance of picking up the items.

Prices shall be reduced by 10% every 30 days.

PAYMENT TERMS

Consignor will receive **50%** of net proceeds of sales, minus any additional fees.

Additional Charges: _____ **Amt:** _____
_____ **Amt:** _____

Checks shall be issued **15 days after** the item sells;

____ Checks will be available for pickup at North Gate Estates & Consignment showroom.

____ Checks will be mailed directly to consignor at the following address:

Confirmed mailing address:

GOVERNANCE

- A. **Liability: North Gate Estates & Consignment assumes no responsibility for the loss or damage** of any item(s) consigned, regardless of cause. It is the responsibility of the Consignor to acquire insurance for any possible contingency.
- B. **Additional Fees:** Consignor may be responsible for additional fees in the event Consignor requests **North Gate Estates & Consignment** to perform additional services, such as, but not limited to, drayage, cleaning, appraisals and repairs. Terms shall be specified in writing and made an Addendum to this Agreement, as necessary.
- C. **Record keeping:** Sales records shall be provided to consignor at time of payment so that the consignor may keep up with their personal inventory and sales records.
- D. **No verbal agreements, expressed or implied, shall supersede the terms of this Agreement.**
- E. **Disputes:** Any dispute shall be resolved in Pickens County, Georgia.

I, the undersigned, understand the terms of this Agreement and affirm that I have the legal right to enter into an Agreement to consign goods that I own. I further affirm that these items are saleable and free and clear of liens or other claims. Additionally, I understand it is my responsibility to either call or email **North Gate Estates & Consignment** to determine the status of my consigned items and to have any items removed in a timely manner as outlined and agreed to herein.

Consignor:

NGEC Representative

Print

Print

Address:

City, State, Zip

Phone: _____

Email: _____

Drivers' License #: _____

Birth date: _____