

Freestyle Client Consignment Agreement

1. **Retained Fees:** Clothing and Shoes: Fifty percent (**50%**) of the selling price shall be retained by Freestyle Casual Consignment
2. **Special Items:** Thirty percent (30%) of the selling price will be retained by Freestyle Casual Consignment and seventy percent (70%) by the Consignor.
3. **Imperfect Merchandise after first look:** Items noticed in need of repair or cleaning at the time of being placed on floor, or after first acceptance, will be returned to the Consignor or donated at the consignor's request.
4. **Consignor items:** Once clothing is on the sale floor, it will remain on the sale floor for the rest of the season. If any items want to be taken back before the season end, an administrative fee of \$20 will be charged. The fee is meant to cover labor & time-consuming including costs of, labels, tags, trending prices research, etc. This fee must be **paid in full**, cash or credit, or can also be deducted from positive account balance or future positive balance of other item consigned if consignor doesn't have any payment method available in that moment to pay this \$20 fee. An appointment must be set up for any requested items back.
5. **Policy on Returned Items requests before end of season:** Any and or all items that have been requested to be picked up earlier, same season items, change of mind, etc. by the consignor- those items won't be accepted back into the store for sale. Exceptions apply on luxury items only.
6. **Returns and Pickups:** If Consignors want to pick up items before expiration they must be in-season items in the floor and ***Rule 4 will apply*** no items will be taken out of storage from previous season since are in a vacuum sealer bags and into storage boxes, you must wait until change of season for that return) and there will be a wait period of up to 15 labor days to remove items from sale floor and to remove items from the system to complete the returns.
7. **Non-Accepted Items Policy:** Due to limited storage space Consignor will have 2 weeks after Freestyle Consignment contacts them to pick up items not accepted. After 2 weeks, of no response from any of the contact info provided those items they will be donated on the first day the 3rd week. If there are special circumstances that do not allow you to pick up, please contact us by phone or email to discuss pickup. Freestyle Consignment will attempt to contact you by one or by all the contact details you provided. Any non-valid phone numbers or invalid emails given are not our responsibility to investigate. It is your responsibility to provide a reachable clear and updated contact information to be able to answer correspondence within the 2-week time frame. After those 2 weeks from the contact attempt, all items **WILL BE DONATED**, and you agree to give up any and all claims. Proof of texts, calls or email sent will be provided.
8. **Price Reductions:** All items consigned may be subject to a price reduction after 30 days Freestyle Consignment sales price will be marked by 15%. Freestyle Consignment prices may be marked down from 20% to 50% at anytime to promote the item sale before the season ends. Some of the items may be taken off the sale floor at the discretion of Freestyle Casual Consignment for promotions and quick sale of others trending items that belong to you. **All prices will be set according to the trending online prices.**
9. **Consignment payoff and Checks:** Checks are issued once the consignor calls to pick it up. Checks will be mailed with \$1 fee charge.
10. **Record Keeping of Items consigned on Sales Floor:** The consignor will have a written receipt with the number and type of items to be consigned to Freestyle at the time dropping off items to be consign. It is the

responsibility of the consignor to keep the receipts and maintain all records given of consigned merchandise. No other type of record will be provided unless it's a special onetime request, as a standard procedure we don't give or send any type of form, sheet, email or text. Only printed or digital records of luxury items with a value close to or over \$1000 will be provided, printed or emailed at consignor request.

11. If you bring items to consign, they **CANNOT** be taken to be post on **Poshmark, eBay, or any other for sale sites**. If the consignor would like to sell items on other websites, those items should **NOT** be dropped. As stated in Rule # 4 and 6 and returns can only be made with an appointment and after 30 days of the item being on the sales floor.

12. Freestyle Consignment directors or employees will not be responsible for loss or damage to or destruction of any consigned item by any cause or for any reason. You agree to release and give up any and all claims and rights against Freestyle Consignment which result from or have to do with the loss, damage or destruction of any consigned merchandise. You agree to take any and all risk of loss, damage or destruction of your consigned merchandise by any cause or for any reason and indemnify Freestyle Consignment against liability without limitations. You agree to purchase any insurance you feel is necessary to protect against these risks.

This is the only and entire agreement between you and Freestyle Consignment. This agreement cannot be changed or added to unless the changes or additions are in written and signed by Freestyle Consignment and you. All transactions and resolutions to disputes will take place in Livingston, NJ.

Name / last name _____ Account number _____

Address _____ zip code _____

Cell Phone _____ Home _____

Valid Email _____

Signature _____ Date _____



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