

Consignment Agreement



V.I. Consignment

Full Name: _____

Email Address: _____

Address: _____

Phone Number: _____

Drop Date: _____

Consignment Terms

By consigning with V.I. Consignment o/a Honey Willow Consignment and Modern Maven Consignment I agree to the following:

1. Consignment of Items & Pricing

- The Consignor agrees to provide family clothing and accessory items to the Company for Consignment. Items should be clean, stain-free, and without damage or defect. The Company reserves the right to reject any items that do not meet these criteria upon receipt or to return them to the Consignor at the Consignor's expense if damage or defects are discovered after initial acceptance.
- The Consignor guarantees that they are the sole owner of all items consigned under this Agreement and has the full right and authority to consign them; also that the items are free of any liens, encumbrances, and adverse claims.
- Items not accepted by V.I. Consignment includes but are not limited to: baby walkers, car seats, recalled items, perishable items, damaged or stained items. The Company reserves the right to dispose of, or return at the Consignor's expense, any such items received.
- All pricing will be determined by the Company in its sole discretion. The Company also reserves the right to mark down items at its discretion, including but not limited to, for promotional or sales purposes, especially towards the end of the Consignment Period.

2. Consignment Period

- This consignment period shall begin on the date this Agreement is executed and the Items are accepted by the Company (the "Drop Date"), and shall continue for a period of 120 days ("Consignment Period"). The Consignor and the Company agree that the Consignment Period may be extended upon mutual written agreement.

3. Payment

- The Company agrees to pay the Consignor 60% of the sale price of any item sold during the consignment period. The Company will retain 40% of the sale price as a commission.
- Payment will be made to the Consignor on or before the 15th of every month for any items sold the previous month. Payments will be made via e-transfer to the email address provided by the Consignor, or by other mutually agreed-upon method.

4. Return of Unsold Items *(please select a choice and initial beside the following)*

_____ I would like my items returned to me at the end of the consignment period.

_____ Please donate my items at the end of the consignment period.

- If the consigner chooses to have items returned, the Consignor must pick up the unsold Items within fourteen (14) days following the end of the Consignment Period or the termination of this Agreement, whichever occurs first. The Company will notify the Consignor when items are ready for pickup.
- If the Consignor fails to pick up the unsold Items within the specified fourteen (14) day period, the Items will be deemed abandoned by the Consignor and shall become the sole property of the Company, which may then dispose of, donate, or sell the Items at its discretion without any further obligation or payment to the Consignor.
- V.I. Consignment reserves the right at the end of the consignment period to purchase any remaining items at 50% of the final listing price for us to sell at a later date, (with no further commissions payable to you) at our sole discretion.

5. Loss and Damage

- The Company shall exercise reasonable care in handling the items. However, the Company is not responsible for any loss or damage to the Items due to causes beyond its control, including but not limited to fire, theft, natural disasters, or other unforeseen events.

6. Insurance

- The Company is not required to insure the Items. **V.I. Consignment carries no insurance for Consignor's items.** The Consignor is strongly encouraged to carry their own insurance for the Items while they are in consignment with the Company.

7. Termination of Agreement

- This Agreement may be terminated by either party with fourteen (14) days' written notice to the other party. If terminated before the end of the Consignment Period, any unsold Items will be prepared for return to the Consignor within 30 days of the termination notice. The Consignor must then pick up the unsold Items within fourteen (14) days of being notified they are ready for pickup, subject to the same terms and consequences for non-pickup as outlined in Section 4.

8. Governing Law

- This Agreement shall be governed by the laws of British Columbia, Canada.

9. Entire Agreement

- This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, agreements, or understandings of any kind.

10. Limitation of Company's Liability

- Except as expressly provided in this Agreement, the Company shall not be liable to the Consignor for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, revenue, data, or use, incurred by the Consignor or any third party, whether in an action in contract or tort, arising from the consignment or sale of the Items, even if the Company has been advised of the possibility of such damages. The Company's total liability under this Agreement shall not exceed the commission received by the Company from the sale of the specific Item giving rise to the claim.

11. Indemnification

- The Consignor agrees to indemnify, defend, and hold harmless the Company, its owners, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach of the Consignor's representations, warranties, or obligations under this Agreement; (b) any defect, safety issue, or non-compliance of the Items with applicable laws or regulations; (c) any claim by a third party regarding ownership, authenticity, or intellectual property rights related to the Items; or (d) any act or omission of the Consignor.

Consignors Signature

Date