



Consignor Agreement

This Consignment Agreement (hereinafter referred to as the “Agreement”) made and entered into this ____ day of _____ 2025 by and between **JLS Consignment LLC** (hereinafter referred to as “Consignee”) and _____ (hereinafter referred to as Consignor”).

WHEREAS the Consignee is the owner of the Consignment Cabin located at 1 Main Street, Marlborough, New Hampshire, 03455.

WHEREAS the Consignee desires to act as Consignor’s exclusive agent for the sale of property produced for sale by the Consignor on the terms and conditions contained herein; and

THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Consignment: Consignor hereby:

- (a) consigns to Consignee property;
- (b) authorizes Consignee, as its exclusive agent, to offer the property for sale;
- (c) agrees that Consignee may at its sole discretion determine whether to divide the property into lots;
- (d) agrees that Consignee may dispose of damaged, broken, repaired, glued, chipped, cracked, or otherwise defective property after drop-off;
- (e) agrees that Consignee may display consigned items when and in whatever manner we deem appropriate, whether at our physical location, on our online store, or through social media channels;

2. Consignor Commissions: Upon Sale of any property, the Consignor shall receive:

- 50% commission of the final sale price.

3. Terms:

- a. The maximum consignment term is sixty (60) days from the date of drop off by the Consignor.
- b. Unsold property may be picked up by the Consignor between the fifty-fifth (55th) and sixtieth (60th) day without penalty. Consignment Cabin is closed on Tuesdays, please plan pickups of property accordingly.
- c. After sixty (60) days, property ownership will be transferred to Consignee. Consignor shall have no further responsibility or ownership interest in property after the sixty (60) day term.
- d. After sixty (60) days, property may be disposed of at the discretion of the Consignee.
- e. Consignee will not notify Consignor when the end of the consignment term is approaching.
- f. Seasonal/Holiday/Select Items may have a shorter term, Specifically,

4. Early Contract Cancellation Fee:

- a. The consignor may terminate this agreement at any time by giving Consignee written notice.
- b. Within five (5) days of providing written notice, property must be removed from Consignee's retail shop by the Consignor.
- c. A fifteen percent (15%) cancellation fee will be charged based on the selling price, this fee will be deducted from the Consignor's balance or may be paid at the time of removal from our retail shop.

5. Pricing & Price Reductions: Consignee will have the exclusive right to price and sell the property provided by Consignors. All property consigned may be subject to price reduction at the discretion of Consignee. Prices shown on Consignor's inventory list are starting estimates and are subject to change, based on further review, and a market analysis.

Consignment Cabin's Typical Discount Schedule:

- Property will be reduced by 10% on the twenty-first (21st) consignment day.
- Property will be reduced by an additional twenty percent (20%) on the fortieth (40th) consignment day.
- As stated above, Consignee can reduce the price at any time.

6. Record Keeping: It is the responsibility of Consignor to maintain all records and terms of consigned property. Consignors may track current sales by going to www.consignmentcabin.com and clicking the vendor login link. To log in, simply type in your email and password.

7. Consignment Payments: Consignee will issue payment within the first 2 weeks of each month to accounts that have a payable balance of \$10.00 or more (\$12.00 before [payment processing fee]. A \$2.00 processing fee will be deducted from Consignor's payment each time a payment is issued. Payments are processed via ACH transfer or check. Checks are printed and sent via USPS First Class mail and cannot be picked up at Consignment Cabin. Consignors must notify Consignee of any changes of address. Consignee will not be responsible for lost, missing, stolen, or undeliverable checks or ACH payments. Check re-issues are only available once a month during our monthly check run. If a check needs to be re-issued, the consignor will be responsible for any stop payment fees charged by Consignee's bank.

8. Liability/Insurance: Consignment Cabin assumes no responsibility and is hereby relieved from any and all liability, claim or charges in the event of loss of property by reason of fire, flood, theft, burglary, or any other cause. Consignment Cabin does not provide insurance for consigned property. The Consignor has the responsibility to carry their own insurance for property. Consignor agrees to indemnify and hold JLS Consignment LLC, its officers, officials, agents, affiliates, and employees harmless from any and all claims, demands, liens, losses, damages, obligations, charges, or liabilities of every kind and character.

9. Representation: Consignor expressly represents and warrants to Consignment Cabin that:

- (a) consignor owns the property and has the right to consign the property
- (b) there are no liens, claims, or encumbrances or restrictions to the property
- (c) all items are authentic - the sale of counterfeit property is illegal. If items are suspected to be inauthentic, an authentication fee of \$50.00 will be charged to the Consignor.
- (d) property is not stolen.

10. Indemnification: Consignor agrees to indemnify and hold Consignee harmless against any and all claims, damages, liabilities, and expenses related to Consignor's merchandise including, but not limited to, property sold on behalf of Consignor, as to its condition, quality, authenticity, or injuries arising from use thereof. Consignor is responsible for dealing with any requests for returns or refunds from customers.

11. Electronic Communication: Consignor expressly consents to receive communications from Consignee by email in connection with this agreement. Consignor also consents to receive

marketing information and materials from Consignee by email, subject to Consignor's right to opt-out by emailing info@consignmentcabin.com.

11. Successors: This agreement shall be binding upon Consignor's successors and assigns, including without limitation, any executor, personal representative, or heirs of Consignor's estate.

12. Modification: Consignor, agrees they have not relied upon any oral statements, representations, warranties, indemnities, or inducements of any kind that contradict the terms of this agreement. Addendums to this agreement can be made by Consignee and will be provided to Consignor via email. Continuing to consign with Consignee will represent your acceptance to these terms.

13. Signatures: This agreement may be electronically signed and transmitted, and the electronic copy shall have the same binding force and effect as a manually signed original.

Date: _____

Consignor Signature

Consignor Printed Name

JLS CONSIGNMENT LLC

Date: _____

By: Jennifer Shay, Member