



12825 Red Arrow Highway, Sawyer, MI 49125
Phone 269-405-1063 Fax 269-426-3333

Consignment Agreement

THIS AGREEMENT made and entered into on this date, _____, 20____ by and between Sawyer Antique Mall and its designated agent(s) and the seller or consigner of items of property (herein after referred to as "Seller"):

Seller Name: _____ Telephone: (____) _____

Address: _____ Cell Phone: (____) _____

Terms

It is expressly acknowledged that Sawyer Antique Mall is engaged in the business of transacting sales of works of art, antiques, furniture, rugs, decorative art items, costume jewelry, and fine jewelry as well as other items of household, retail, hotel or office related furnishings and accessories.

Seller represents that they are solely and individually entitled to enter into this agreement authorizing Sawyer Antique Mall the exclusive right to represent and transact the sale of the following item:

ITEMS BEING CONSIGNED ARE DETAILED ON THE ATTACHED LISTS

Consignment Initiation Date: _____ Consignment Termination Date: _____

Seller represents that at the time of entering into this contract with Sawyer Antique Mall they are the true and lawful owner of the above item, have obtained said item by lawful means, solely have the legal right to authorize its sale, and that the item is free and clear of any and all liens, mortgages, security interests or other encumbrances. Seller further agrees to hold harmless and indemnify Sawyer Antique Mall, its owners, managers, agents, and employees harmless and free from any liability and or responsibility by misrepresenting the above,

including but not limited to all demands, claims, suits, judgments, or other liability asserted by or awarded any person or entity arising by reason of Seller's ownership, possession and sale.

Seller hereby agrees to exclusively engage with Sawyer Antique Mall to consign the above noted item for a period not shorter than 150 days and that the sale price of the item consigned will be reduced by 10% every four weeks or 28 days if the item has not sold. Seller acknowledges that the price of the item consigned may be reduced up to 40% off the original price before the consignment period closes and seller will not cancel the consignment agreement before this time.

Cancellation of the consignment agreement and or removal of the above consigned item prior to the conclusion of the one hundred and fifty (150) day period will result in the Consignor paying Sawyer Antique Mall a fee in the amount of 30% of the original price.

Sawyer Antique Mall will collect and retain as commission the sum equal to **35%** of the sale price of for all **items equal to or greater than \$25.00** as compensation for services. The balance of the sale price will be remitted to the seller via check.

Sawyer Antique Mall will collect and retain as commission the sum equal to **50%** of the sale price for all **items less than \$25.00** as compensation for services. The balance of the sale price will be remitted to the seller via check.

Sawyer Antique Mall will collect and retain as commission the sum equal to **50%** of the sale price of for **all items of clothing, accessories, fabrics, and linens** as compensation for services. The balance of the sale price will be remitted to the seller via check.

Checks are generally issued within 30 days of sale of item. Sawyer Antique Mall will collect any sales taxes due on the gross proceeds and pay to the State of Michigan.

Seller acknowledges that the Sawyer Antique Mall does not insure items under consignment, Seller agrees to hold harmless Sawyer Antique Mall of any damage or theft, breakage and or damage. Sawyer Antique Mall does utilize a building security system with motion and door detectors for hours that the business is closed. Owner is instructed and encouraged to consult his or her insurance company and obtain insurance for the above item(s) on their own.

Sawyer Antique Mall agrees to display the above noted consigned item(s) in a prominent place for sale with the description and price of this item. The sales ticket will be dated and appropriate discounts taken during the Consignment Period. Sawyer Antique Mall agrees not to remove the item from the business location as long as it is for sale under the Consignment Agreement and to act in good faith in seeking to sell this item(s).

_____ (INITIAL) As the owner I am free to reclaim this item at any time after the 150 day consignment period. **Removal of the item prior to the conclusion of the one hundred and fifty (150) day period will result in the Consignor paying Sawyer Antique Mall a fee in the amount of 30% of the original price before the item may be removed.** At the end of 150 days (5 months) following the

initiation of the consignment period consigned items will remain at 50% off original price. At the end of 240 days (8 months) following the initiation of the consignment period Sawyer Antique Mall is free to adjust the price at its discretion on consigned items not reclaimed and removed by the owner. At the end of 12 months (ONE YEAR) after initiation of consignment all unclaimed items will be disposed of as Sawyer Antique Mall determines to be appropriate and the seller and owner will hold Sawyer Antique Mall harmless.

This consignment agreement is not retroactive and will not be automatically renewed at the end of the Consignment Period.

Sawyer Antique Mall reserves the right to refuse any item and or to terminate this contract for any reason at any time, at which point seller will have thirty days to remove their items (property) from Sawyer Antique Mall. Seller will pick the item(s) up or arrange for pick up at their own expense. Sawyer Antique Mall agrees to make a good faith effort to notify seller via mail and telephone of contract termination.

If the above item(s) are not removed from Sawyer Antique Mall within a period of thirty (30) days after Sawyer Antique Mall notifies seller that contract is terminated Sawyer Antique Mall is free to dispose of the item(s) noted above in any manner Sawyer Antique Mall determines to be appropriate and the seller and owner will hold Sawyer Antique Mall harmless.

Consigner (Seller)
Signature: _____ Date: : _____

Consigner (Seller)
Printed: _____

Sawyer Antique
Mall Signature: _____ Date: _____

Sawyer Antique
Mall Printed _____