



www.kidsandmaternityconsignments.com

Consignment Agreement

Consignor # _____

- 1. CONSIGNOR agrees to consign item(s) at Kids & Maternity Consignments at 3446 W. Loop 289, Lubbock, TX. Consignor warrants they possess complete and clear title to all merchandise consigned and will NOT hold Kids & Maternity Consignments responsible for any claim from another party to consigned merchandise.
2. LIMITATIONS: Each consignor is allowed to donate at maximum one 22 gallon container of clothing per week (excluding large items). Management reserves the right to enforce limitations or allow additional amounts of clothing to be donated at one time for special circumstances. ABSOLUTELY NO TRASH BAGS.
3. If an item is found by Kids & Maternity Consignments to be recalled, the consignor forfeits the item to be disposed of by Kids & Maternity Consignments. Kids & Maternity Consignments reserves the right to decline merchandise at its own discretion.
4. RETAINED FEES FOR MERCHANDISE: Sixty percent (60%) of the selling price of each item shall be retained by Kids & Maternity Consignments. Forty percent (40%) will be paid to the listed consignor only.
5. LIABILITY: While every reasonable effort will be made by Kids & Maternity Consignments to safeguard consigned merchandise at 3446 W. Loop 289, Lubbock, TX, Kids & Maternity Consignments assumes NO liability for the loss, damage to, or destruction of any consigned item(s) by fire, theft, accident, or any other cause.
6. PRICES are set at the sole discretion of Kids & Maternity Consignments. All consigned items are subject to price reduction at the discretion of Kids & Maternity Consignments. All items will be kept for a period of 120 days, with automatic markdowns. Markdowns depend on the condition, season and demand for the item. In addition Kids & Maternity Consignments will hold normal periodic sales of out-of-season and clearance merchandise and any merchandise in stock is subject to these sales.
7. SEASONAL CHANGES: Any items remaining on the sales floor and become "out of season" will be placed in storage. Items in storage are NOT available for pickup by the consignor. Consignor must wait until items are brought back onto the sales floor if they choose to remove them from the store for any reason.
8. It is the responsibility of the consignor to check for stains, fading, peeling, wear, tears. Garments must have all buttons and zippers must be in working order. Kids and Maternity Consignments will double check for stains, fading, peeling, wear and tear and any items found not suitable for consignment will be automatically donated to a local charity.
9. Consignor may pick up clothing at any time during the consignment period. If consignor chooses to remove clothing from store for any reason they must locate the items and check them out with the Kids & Maternity Consignments employee on duty.
10. THERE WILL BE NO NOTIFICATION OF EXPIRATION. It is the responsibility of the consignor to note the expiration date. Any clothing not picked up by expiration date becomes the property of Kids & Maternity Consignments.
11. CONSIGNOR PAYMENT: Checks (and account statements) are issued the first week of each calendar month. Checks (\$30 or more) or cash can be picked up at Kids & Maternity Consignments any time after the first Monday of each month.
12. FEES: There is a \$2.00 storage fee per consignment for out-of-season clothing. There is a \$5.00 fee per consignment when the consignment is not prepared properly. There WILL be a \$4.00 fee charged to the consignors account to replace batteries in any toy or piece of baby equipment. All fees will be charged directly to consignors account when consignment is entered.
13. ACCOUNT TERMINATION: Accounts that have a two dollar (\$2.00) balance or less at the end of the year and have had no activity in the last six (6) months are automatically closed.

I have read the terms of this consignment agreement and accept them as described above:

Consignor Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____
Signature: _____ Date: _____

I understand that any items found with stains, fading, peeling, wear and tear will be automatically donated to a local charity. I also understand that it is my responsibility to keep track of consignment dates; Kids & Maternity Consignments is NOT responsible for notifying me of consignment expiration dates.