

Another Turn Tack Consignment Agreement

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READ THESE TERMS AND CONDITIONS BEFORE SIGNING THIS CONTRACT ON THE REVERSE SIDE

ITEMS FOR CONSIGNMENT:

1. Saddles, bridles, bits, harnesses, books, pictures, and other equine related items and equipment, and riding clothing, including lightly used jackets, ratcatchers, paddock boots, field boots, dress boots, breeches, jodhpurs, chaps, half chaps, safety vests, schooling wear, etc. may be accepted for consignment. **Items not in good and clean condition shall not be accepted for consignment. Any items that are accepted and require cleaning will be assessed a \$20/hour cleaning fee.**
2. Another Turn Tack shall determine the acceptability of all items, and has the right to refuse or return any item to Consignor.
3. Another Turn Tack may accept donations of items and will either sell them to their benefit, or donate them to charity.
4. Helmets, dry rotted leather/strap goods, dangerous tack and used brushes are not accepted for consignment.

PROCEDURE:

1. Consignments may be accepted by chance or by appointment.
2. Consignors sending potential consignment items by mail, or other means have the option, when such items are deemed unacceptable by Another Turn Tack, of having items returned to Consignor, at Consignor's expense. Consignors, who won't pre-pay for return freight charges, forfeit all right, title and interest in such items, which shall be disposed of in the sole discretion of Another Turn Tack.
3. Consignor shall receive a copy of the signed Consignor Contract and an Item List of all consigned items.
4. A new Consignor Contract shall be signed each time any new item(s) is/are consigned.
5. At the time of each consignment, Consignor shall choose a payment method of either Another Turn Tack Store Credit or Check, minus applicable fees and commissions. Failure to designate a payment method on the front of this contract, shall result in payment in the form of Another Turn Tack Store Credit.
6. Unless specified by Consignor, Another Turn Tack shall determine pricing on all consigned items.
7. For a consigned saddle: With guidance by Consignor, a selling price and a "negotiable to" minimum selling price shall be established at the time of consignment. Another Turn Tack, in its sole discretion, shall negotiate the purchase price for consigned saddles, on behalf of Consignor, down to the specified minimum price.
8. Unsold goods other than saddles may be picked up prior to the Contract expiration date.
9. Saddles may be re-consigned after expiration of a Consignor Contract.
10. All articles are consigned for a period of **six months/180 days**. Consignee reserves the right to discount unsold items (other than saddles); after two months unsold articles will be discounted 25%, after 4 months 50%, of original asking price.
11. ***Any unsold item that remains in Another Turn Tack's possession ten days after expiration of the Consignment Contract becomes the property of Another Turn Tack and may be disposed of as Another Turn Tack sees fit, including but not limited to donation to a charity.**

NOTICE TO CONSIGNOR:

Prospective purchasers may take items out for trial and may test-ride saddles. CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER Another Turn Tack, its officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned goods. Another Turn Tack shall use all conventional safeguards in the handling and displaying of consigned goods but has no legal responsibility for items left on consignment.

PAYMENT:

1. Upon sale of a consigned item, Another Turn Tack Store Credit shall be issued promptly to Another Turn Tack store account. A check for items sold shall be issued the month following sale, if Consignor specified payment by check. Checks will be issued if the total amount due to Consignor equals \$25 or more, otherwise, lesser amounts will be held as a credit until \$25 is reached. Another Turn Tack Store Credit for consigned items expires fourteen (14) months after the date posted. **Consignor is solely responsible to track the expiration date of Consignment Contracts and any store credit.**
2. Another Turn Tack will collect a 25% commission on saddles and a 40% commission on items other than saddles. If Customers/Buyers pay via credit card for purchases an additional 3% fee will be collected on consignment items sold.