



4240 Old Seward Highway, Suites 8 & 9, Anchorage, AK 99503
907-331-8180

CONSIGNMENT AGREEMENT

This agreement is entered into as of the date herein, by and between the parties named herein, subject to the terms and conditions set forth below.

1. Let's Stay Home, will retain 50% of item(s) sale price as commission.
2. Merchandise will be offered for sale at full price for the first 30 days, on 31 days the item will be 30% of the original price and on 61 days the items will be less 50% of original price. We reserve the right to additionally discount your merchandise. The discount does not exceed an additional 10% of the original price after the 1st 14 days. Items priced at \$25.00 or less will not be discounted.
3. The Consignor will approve pricing of large items brought in via invitation of Let's Stay Home within 24 hours after Let's Stay Home advises pricing via email, if not approved at the time of delivery. If consignor does not reach us with approval, merchandise will be placed for sale priced at our discretion. Smaller items will be priced at the discretion of Let's Stay Home.
4. Consignor may retrieve their merchandise at any time during the term of the consignment period with 24-hour notice. If consignor has provided notice during the consignment period, item must be retrieved within 48 hours of such.
5. Let's Stay Home, will provide reasonable (retail price of an item at time of loss, damage, destruction) liability for loss, damage to or destruction of any item consigned.
6. Consignor represents and warrants that it is the sole owner of the item(s) and said items are free and clear of any liens or encumbrances. Said representation amounts to a warranty of title from the Consignor to the Consignee and Consignee's customers.
7. Consignor agrees that they will not advertise their merchandise for sale in any format once the Consignment Agreement is executed unless pricing is identical to the pricing at Let's Stay Home and all inquiries are referred to Let's Stay Home.
8. If items are found unsaleable, Let's Stay Home, reserves the right to return item(s) to consignor. Consignor is responsible for picking up unsaleable item(s) within 48 hours of notice or item(s) will be donated.
9. CONSIGNOR MUST PICK UP ALL UNSOLD ITEMS WITHIN 90 DAYS FROM THE DATE OF CONSIGNMENT OR RENEW FOR ANOTHER 30 DAYS (AT THE DISCRETION OF LET'S STAY HOME). ALL UNSOLD ITEMS NOT PICKED UP AFTER THE END OF THE CONSIGNMENT PERIOD WILL BECOME THE PROPERTY OF LET'S STAY HOME, A CONSIGNMENT GALLERY TO DISPOSE OF AS THEY SEE FIT. _____ (initials)
10. This Consignment Agreement is renewable once only. The maximum consignment length is 120 days.
11. Checks can be picked up at the store after the 15th of the month or mailed for item(s) sold during the prior whole month. In lieu of check payment, Consignor can leave their funds in their account to be used at the store. When consignment funds are used in store the Consignor will receive an additional 20% of their purchase.

12. **IT IS THE RESPONSIBILITY OF THE CONSIGNOR TO MAINTAIN ALL RECORDS OF CONSIGNED MERCHANDISE AND CALL NOT LESS THAN ONCE A MONTH AFTER THE 1ST TO CONFIRM SALES, PICKUPS, AND CONTRACT TERMINATION.**
13. A pick-up service is available for a fee, please inquire about this service and cost.
14. Should Let's Stay Home be held liable for any breach of contract or breach of duty or tort claim filed by Consignor, said damages shall be limited to no more than the stated value of the Consignor's payment under this agreement for the item in question and the Consignor shall not be entitled to any further compensatory, consequential, punitive or special damages whatsoever.
15. Any and all disputes by or between the parties relative to this agreement shall be exclusively filed and adjudicated in the Third Judicial Court, in and for, Anchorage, Alaska and the prevailing party in such an action shall be awarded their reasonable attorney's fees and costs payable by the non-prevailing party.
16. This is the entire agreement between the parties, and it contains all the terms and provisions between the parties relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except by any such contemporaneous agreement specifically referring to and modifying this agreement signed by both parties. Consignor may not assign this agreement whatsoever.

**SAMPLE ONLY
DO NOT SIGN**