



Consignor Contract

- 1. Consignor shall receive a copy of the signed Consignor Contract, which includes an itemized list.
- 2. Consignor agrees to leave the items for a minimum of 60 days/maximum of 120 days.
- 3. Merchandise removed prior to 60 days shall incur a processing charge of \$10.00 per item.
- 4. A new Consignor Contract shall be signed each time any new item is consigned.
- 5. At the time of each consignment, Consignor shall choose a payment method of either Olson's Tack Shop store credit or check, minus applicable fees and commissions. Failure to designate a payment method shall result in payment in the form of Olson's Tack Shop store credit. **Consignor will receive 40% of consigning price if being paid by check. Consignor will receive 60% of consignment price if choosing store credit.** Checks and store credits issued on the 15th of each month for the previous months sold consignment items.
- 6. Unless specified by Consignor, Olson's Tack Shop shall determine pricing on all consigned items.
- 7. Unsold goods shall be picked up prior to the Contract expiration date.
- 8. All articles are consigned for a maximum period of four months/120 days. Consignor is solely responsible to keep track of the Consignor Contract expiration date. Any unsold item/s that remain in Olson's Tack Shop at 10 days past expiration of the Contract becomes the property of Olson's Tack Shop and may be disposed of as Olson's Tack Shop sees fit, including but not limited to donation to charity.
- 9. Governing Law; Venue. This Agreement has been made entirely within the state of Washington. This Agreement shall be governed by and construed in accord with the laws of the state of Washington. If any proceeding is filed by any party respect to the subject matter of this Agreement, venue shall be in King County Circuit Court.
- 10. Integration; Voluntary Agreement. This Agreement represents the parties' final and entire agreement, supersedes all prior oral or written communications or agreements between them, and shall not be modified except in writing. The undersigned expressly declare that the terms of this Agreement have been read by them and are fully understood and voluntarily accepted for the purpose of making a complete and final settlement, by compromise, of all rights and claims identified herein, in whatever legal theory or form they may be asserted.
- 11. **Notice To Consignor:** Consignor shall indemnify, release, defend, and holds harmless forever Olson's Tack Shop, 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. Olson's Tack Shop shall use all conventional safeguards in the handling and displaying of consigned goods but has no legal responsibility for items left on consignment.

Consignor Information:

(Attach photo copy of Drivers License to Olson's copy)

First: _____ Last: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Email: _____

Select payment method by initialing below
Check (40%): _____ Store Credit (60%): _____

No initials will result in payment issued as Store Credit

Consignor:
Print Name: _____

Seller:
Olson's Tack Shop/ _____
(employee name printed)

Signed: _____ Date _____

Date: _____