

MASTER CONTRACT:

(REVISED September 16th, 2017)

To be used in conjunction with a Consignment Inventory Sheet.

Lady Mary's Consignment Boutique

(Diane M. Bouchard, Owner)

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(518)578-7119

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Thank you for consigning with Lady Mary's Consignment Boutique ("LMCB"). We will do our best to sell your items for you. We accept women's clothing and accessories and home décor items. Items must be gently worn or new, FRESHLY LAUNDERED WITHIN TWO WEEKS or dry cleaned, odor and wrinkle-free with no stains, tears, broken zippers, missing buttons, etc. Items with moth ball, pet or smoke odor will NOT be accepted. All clothing and accessory items should be current, classic or vintage styles and appropriate for the current season. We do not accept under garments, bathing suits, sleepwear, bedding, children's clothing or kitchen items (except certain vintage items). Each time you bring items to LMCB you will need to complete a Consignment Inventory Sheet BEFORE your appointment that will be signed by you and LMCB. The Consignment Inventory Sheet (CIS) is your contract for those particular items being consigned. It is the companion to this contract. Consignment periods will vary depending on things such as when in the season you bring items in to be consigned. You will be given the expiration dates for all items being consigned. Consignment periods end after close of business on Saturday and items can be picked up on the following Wednesday up to two weeks after the consignment period has ended. This allows us time to pull the items out of inventory and have them ready for you to pick them up. After that they become the property of LMCB and can be donated, recycled or resold. IT IS YOUR SOLE RESPONSIBILITY TO KEEP TRACK OF WHEN YOUR ITEMS WILL END CONSIGNMENT. You will be given a copy of the CIS for all items consigned. Please keep it for your records in addition to this Master Contract.

Consignment conditions are as follows:

LMCB RESERVES THE RIGHT to refuse any items based on style, brand, demand, condition, size, excessive wear or any other reason. Some items may be beautiful but due to some circumstance we don't feel that we can sell them. Please do not be offended by this. We would not be doing you any good to carry items that are just taking up space and that you might be better able to sell elsewhere.

OWNERSHIP: Consignor guarantees that he/she is the true and lawful owner of any and all merchandise consigned with LMCB. Consignor agrees to indemnify and hold harmless LMCB for any damages arising from any and all claims, demands, losses, causes of action, damages, lawsuits, judgments, including attorney's fees and costs, to the extent caused by or arising out of or related to the unlawful ownership of merchandise.

AUTHENTICITY: Consignor guarantees the authenticity of all merchandise consigned with LMCB. Consignor will refund purchaser the full purchase price (including tax) if any item is found to not be authentic and Consignor will no longer be able to consign with LMCB. If you are unsure about the authenticity of any item please notify LMCB BEFORE consigning it. We will do our best to determine if it is authentic.

CASUALWEAR, FORMALWEAR, EVENINGWEAR, BUSINESS SUITS, SANDALS AND WINTER BOOTS will be consigned for a period of approximately 12 weeks with approximately the last 3 weeks marked down 50% until the end of the consignment period. We reserve the right to have occasional random markdowns of up to 50% throughout the consignment period. Items not sold within the 12 week consignment period may be picked up at the end of the 12 week period but no longer than 2 weeks after the contract ends. Otherwise they become the property of LMCB. Sales are divided 50/50%.

FASHION ACCESSORIES (shoes, purses, wallets, jewelry, scarves, belts, hats, socks) will be consigned for approximately 24 weeks with approximately the last three weeks marked down 50%. We reserve the right to have occasional random markdowns of up to 50% throughout the consignment period. Items not sold within the 24 week consignment period may be picked up at the end of the 24 week period but no longer than two weeks after the contract ends. Otherwise they become the property of LMCB. Sales are divided 50/50%.

HOME DÉCOR ITEMS AND ANTIQUES AND/OR COLLECTABLES will be consigned for approximately 24 weeks with approximately the last 3 weeks at 50% off. We reserve the right to have occasional random markdowns of up to 50% throughout the consignment period. We do not provide delivery or pick-up. If a customer purchases a large item they will be responsible to pick it up themselves. If you will consider delivering it to the customer please let us know. Otherwise it will be their responsibility. LMCB is not a certified appraiser of antiques and/or collectables and does not represent themselves to be. Please give us any information you may have about these items to share with customers. However, you will be the one representing your knowledge of the item and customers will be made aware of this being the "Consignors" claim. Consignor will be held responsible for any misinformation and actions taken by a purchaser for any misrepresentations for the merchandise in question. Sale of these items will be divided 50/50%.

CRAFTS may be considered. Percentage split and consignment period will be determined between parties. Please contact us for details.

LMCB tries to tag all items at a fair and reasonable price. We price items according to our experience and as the market dictates.

CONSIGNMENT INTAKE: CONSIGNMENTS ARE TAKEN BY APPOINTMENT ONLY. NO WALK IN CONSIGNMENTS WILL BE ACCEPTED. When bringing in items to be consigned a CIS will be completed and signed by both Consignor and LMCB. A maximum of 25 items may be brought in for each consignment appointment. If you have more than 25 items you may be told that you will need to return for another appointment time. Before your appointment be sure to include a completed CIS with your name and contact information with anything you bring in.

UNSOLD ITEMS may be picked up within two weeks after the consignment contract ends. After that they become the property of LMCB and can be donated or sold at one of our fundraisers for a charity. Each CIS is the contract for those particular items being consigned. **WE DO NOT NOTIFY YOU WHEN YOUR CONSIGNMENT ENDS! THIS IS ENTIRELY YOUR RESPONSIBILITY!** Please keep track of your consignment dates.

LMCB invests time, money and energy into procuring the sale of the merchandise consigned. When consigning with LMCB you are agreeing to keep items on consignment with LMCB for the full consignment contract period. If removed before the end of the contract date LMCB will be entitled to 50% of the LMCB listed price per item.

PAYMENTS FOR ITEMS SOLD can be picked up at the boutique. PLEASE ALWAYS CALL AHEAD so that amount can be calculated and check written. Consignors will receive a check after the first of the year for any balance owed from the prior year. This is the only check that LMCB will automatically mail to consignors. If you request a check to be mailed any other time of year you will incur a nominal fee.

THEFT: Although we are diligent to deter theft of merchandise consigned we are unable to see everything at all times. LMCB cannot accept responsibility for lost, stolen or damaged items. We will do our best to deter thieves and to prosecute as is possible.

WEAR AND TEAR: Items consigned may be tried on multiple times throughout the consignment period. LMCB is not responsible for the wear and tear (and occasional mishaps) from customers trying out merchandise. Please be aware of this potential loss.

LMCB IS NOT RESPONSIBLE for loss or damage of your consigned items due to theft, vandalism, natural and other disasters (including, but not limited to tornado, hurricane, flood, fire, etc.) and other circumstances beyond our control.

I have read and understand the consignment agreement and hereby agree to the terms set forth.

Date: _____/_____/_____

Consignor Signature: _____

Print: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____

Email: _____@_____ . _____

Home phone:(____)_____

Cell phone:(____)_____