

Gear Hut LLC. Consignor Agreement

Consignor Name _____

Phone Number _____

Email _____

Mailing Address _____

City _____ State _____ Zip Code _____

Terms

The Consignor agreement is effective starting on the date listed below and applies to all items brought into Gear Hut in the future. Gear Hut LLC will be referred to as “the Company” or “Gear Hut” throughout the agreement. Items should be gently used, clean, and free of defects. It is the sole responsibility of the Consignor to update any personal information that changes and to stay in contact with the Company

Sales Split:

Consignor agrees to accept the following percentages of the end sales value per item:

\$0 - 150 sales value = **50%**

\$151 - 400 sales value = **60%**

Over \$400 = **70%**

Store credit receives an additional 10% on top of sales value per item.

Pricing:

The Consignor agrees with the individual item prices listed below. If not listed below, Consignor agrees with prices to be later determined by Gear Hut’s knowledgeable staff. Prices are encouraged to be fair for both the Consignor and customer. Prices are based on variables including but not limited to condition, quality, age, style, original MSRP, demand etc.

Discount Schedule:

Consignor agrees to the sales value schedule that may or may not be used on merchandise at the Company’s discretion:

30 days after received = **10% off**

60 days after received = **20% off**

**Time Constraints:**

Consignor agrees to leave item(s) at Gear Hut for the entirety of a 90 day selling period. Item(s) cannot be sold or listed anywhere else other than at Gear Hut during 90 day selling period. It is the sole responsibility of the Consignor to retrieve the items within two weeks (14 days) after the 90 day selling period. The Company will not contact you in regards to picking up your items. Any items not retrieved will become the property of the Company and donated to a non-profit chosen by the Company. The Company may ask to hold items longer, but only when the Consignor reaches out at the end of the 90 day selling period. Consignor will be informed of the 90 days date when consigning.

Payment:

It is the sole responsibility of the Consignor to inquire about the selling status of items. The Company provides a Consignor Login Service so the Consignor can check what has sold. Payment is in the form of a check or store credit. Checks will only be written out in person with valid ID. Checks will not be sent to areas the Company considers local. Store credit receives an additional 10% on top of sales value per item.

Liability Release:

The Consignor agrees to indemnify and not hold Gear Hut LLC responsible for any losses, liability, claims, lawsuits, proceedings or third party claims of any nature arising out of the sale of merchandise, or third parties use of sold merchandise. In the event that the Consignor's item(s) are damaged or missing due to theft, fire, water, vandalism, or customer handling, the Company will cover up to the recent sale price minus commission.

Ownership:

The Consignor confirms that they are the unrestricted owner of all items brought in for consignment and will indemnify, hold harmless, and defend the Company in the event a third party claims ownership to the items.

I, _____, am the owner of the item(s) being sold and agree to the above sales split, pricing, discount schedule, time constraints, payment, liability release, ownership, and overall terms of this agreement. This agreement supersedes all or any previous agreements made with Gear Hut.

Signature _____ Date _____





Appendix A: Items to be consigned

Please list out any items that have a price point determined. Otherwise, Gear Hut will help you determine the fairest price for you and the customer. All items abide by your signed Consignor Agreement details.

Item/Description	Price	GEARHUT notes (keep blank)

90 Days Pick Up Date: _____ for items listed above.

