

Fishing River Market

414 South Thompson Avenue
Excelsior Springs, MO 64024
816-900-1223

Consignor: _____

Address: _____

Phone: _____ Alternate Phone: _____

Email: _____

Consignor Number: _____

Number of items: _____

Item: Description: _____

Contract Starts: _____ Contract Ends: _____

Last Pick up Date: _____

Consignor Option: A B C

Consignment Agreement

1. The consignor hereby warrants, represents and attests that he/she is at least 18 years of age, is the owner of all goods consigned to the Fishing River Market (FRM) and he/she has the legal right to enter into this Consignment Agreement; and that the goods are saleable and/or free & clear of liens, loans, legal proceedings or other ownership encumbrances.
2. The consignment period will be 90 days.
3. A consignment extension may be granted at the sole discretion of the FRM management. If an extension is granted, the items will be reduced by 20%.

70/30 split. 70% of the selling price to the consignor and 30% of the selling price to the FRM.

4. The FRM reserves the right to determine the actual selling price of all items. That price will not be changed during the initial consignment period unless agreed to by consignor.
5. Consignor acknowledges that FRM is not a certified appraiser of antiques and/or collectibles. Every effort will be made to fairly price and profitably consign items based on a number of factors including age, condition, quality, brand name and market prices for comparable merchandise.
6. Consignor agrees that any item consigned to FRM may be displayed whenever and wherever FRM chooses.
7. Consignor acknowledges that FRM will have a monetary investment in time, space and advertising in selling consignor's items. Consignor agrees not to remove consigned items prior to the end of 90 day consignment period. If a consigned item is removed prior to the end of the consignment period, the consignee agrees to pay FRM a fee of 15% of the asking sale price of the consigned item plus any additional costs incurred by the consignment.
8. Processing of sales will be done on the 15th and the last day of the month. Checks can be picked up after 1 pm on the 7th day following processing day.
9. Consignor acknowledges that FRM is not responsible for damage, loss or theft of items. All reasonable care will be taken to ensure the safety of items consigned with FRM, however all items are left at the consignor's risk. Consignor acknowledges the FRM is open to the public and is not responsible for any loss due to damage, theft or natural disaster.
10. It is the responsibility of the consignor to notify FRM of any change of contact telephone number or address.
11. Although we cannot guarantee that each item will sell, FRM will make every effort to correctly price each item and sell each item consigned within the consignment period.
12. It is the responsibility of the consignor to know when the consignment period expires. Upon expiration of the consignment period, and if the consignment period has not been extended, the consignor has seven days to pick up any unsold items. **You must**

notify us at least one business day in advance that you are coming to retrieve your unsold item(s). We need this time to pull your item(s) and have them ready for you to pick up. Unless prior arrangements have been made and agreed upon in writing by both the consignor and FRM, any item left for more than seven days after the end date (**SEE LAST PICKUP DATE ABOVE**) of consignment period will be considered abandoned and become the property of FRM and may be disposed of or donated to any charity of choice. After 97 days from the consigned date, FRM has **NO FURTHER OBLIGATION TO THE CONSIGNOR** for account inquiries, accounting information or contract settlements.

The FRM, along with the attached inventory sheet, constitutes the entire Agreement between the parties. By signing this: (1) I agree to the above terms and conditions of this Consignment Agreement, (2) that the attached inventory sheet is an accurate number and listing of the items I wish to consign and (3) that I have received a copy of this Agreement.

Signature: _____ Date: _____

FRM Management: _____ Date: _____

Store Hours: Tuesday – Saturday 9am -5pm