THE COURTYARD, 63 Village Place, Hinsdale, IL 60521, (630) 323-1135
Email thecourtyard@wellnesshouse.org

NAME_____ PHONE_____
ADDRESS_____
_____ ACCOUNT NO._____

CONSIGNMENT AGREEMENT

1. The courtyard is a donation/consignment shop operated for the benefit of Wellness House. Wellness House is a charitable organization pursuant to Internal Revenue Code Section 501(c)3.

2. The Courtyard accepts items for consignment by appointment only, and all items are subject to inspection by The Courtyard. The Courtyard retains the right to refuse to accept any item.

3. Consignor warrants and represents to The Courtyard that Consignor's title to the item is marketable and that Consignor has the right and authority to convey title to the item.

4. The sale price of the item shall be determined by mutual agreement of Consignor and The Courtyard ("the agreed upon sale price").

5. Consignor agrees to leave the item with The Courtyard for 90 days ("the consignment period"). During the first 30 days of the consignment period, the item will be offered for sale at 100% of the agreed upon sale price. On the 31st day of the consignment period, the sale price of the item will be reduced to 85% of the price. On the 61st day of the consignment period, the sale price of the item will be reduced to 70% of the agreed upon price. The consignment period begins on the day The Courtyard places the item on the sale floor.

6. All items are subject to sale by bid during the last 14 days of the consignment period. The Courtyard will contact Consignor for approval or rejection of a bid. The Courtyard will not accept or approve any bid without prior verbal or written approval from Consignor.

7. Upon The Courtyard's receipt of payment in full from the purchaser, Consignor agrees to donate 50% of the actual sale price to Wellness House. The remaining 50% will be sent, by check, to Consignor within 30 days after the Courtyard receives payment in full from the purchaser. A handling charge of $1 will be deducted from each check issued.

8. Items that remain unsold at the end of the consignment period must be reclaimed by Consignor or by Consignor's Agent within 7 days after the consignment period ends. Any items not reclaimed within 7 days after the consignment period ends will, at The Courtyard's sole discretion, be donated to Wellness House.

9. **Consignor acknowledges and agrees that all items are consigned to The Courtyard at Consignor's own risk. The Courtyard and Wellness House are not responsible for any loss or damage to the item(s), including but not limited to loss or damage due to fire, theft, breakage, or any other foreseeable or unforeseeable circumstances.**

10. The Consignor may agree to donate any items that remain unsold at the end of the consignment period.

I ACCEPT THESE TERMS AND CONDITIONS

_____ _____
Consignor's Signature **Date** **Consignee/The Courtyard** **Date**