

This section to be completed by Alter Home employee:

Last Name

First Name

Star Sys Acct #

Initials

Consignment Contract

Alter Home Furniture Consignment

GENERAL CONDITIONS: Under the terms of this Consignment Contract, the Consignor agrees to deliver goods to be sold by the Consignee, referred to in this document as "Alter Home". Alter Home agrees to place consignor's merchandise in store for sale. Alter Home will remit 50% of the selling price to the consignor. Acceptance of merchandise for sale is at the discretion of Alter Home. The Consignment Contract will remain in effect for all merchandise consigned until a new Consignment Contract is signed. Consignor understands that while Alter Home agrees to use its best efforts to obtain a sale of the consigned merchandise, there is no guaranty a sale will occur. In the event of litigation concerning this agreement, the prevailing party in such litigation shall recover from the other party the prevailing party's attorney's fee and costs, including any appeals.

MERCHANDISE PRICING: The initial selling price for consigned merchandise is established by Alter Home. In determining the price, Alter Home will consider such factors as brand, age, condition, style, marketability, etc.

MERCHANDISE REPORT: Every time merchandise is consigned, Consignor will be given a Merchandise Report, which will include Consignor's address, phone number, account number, and a list of items consigned on that date. It is the Consignor's responsibility to review a Merchandise Report for accuracy every time merchandise is consigned. Alter Home cannot be held liable for losses resulting from incomplete or inaccurate information on the Merchandise Report.

CONSIGNMENT TERM: The consignment term is 90 days and starts on the date an item is entered into Alter Home inventory system. That date can be found on the Merchandise Report. Merchandise not sold in 30 days will be marked down 15%, merchandise not sold in 60 days will be marked down an additional 15%. Both markdowns are from the original selling price. Additional reductions up to 10% may apply during periodic sales or specials. Consignors may not pick up unsold merchandise before consignment term expiration.

PAYMENT TO CONSIGNORS: Payment checks will be mailed before the 10th of the month for the previous month sales to the address listed on the Merchandise Report. A \$2.00 payment processing fee will be applied to each payment check mailed. Checks will not be written for Consignors with a balance due of under \$5.00. If a payment check is lost in a mail, Alter Home will issue a replacement check, but not until 45 days after the lost original was mailed.

EXPIRED ITEMS: Consignor agrees to pick up all unsold items within 5 days after consignment term expiration. All items unclaimed past the final pick up date will become the property of Alter Home, without notice or payment to the Consignor, and without liability on the part of Alter Home. Consignor shall be responsible to keep track of when the consignment term expires.

ITEMS LOST, STOLEN OR DAMAGED: All reasonable care will be taken of items consigned, however, they are left at Consignor's risk.

This Consignment Contract constitutes the total agreement between the parties.

I acknowledge that all items consigned are mine to sell and free of any liens and encumbrances.

I have read and understand the terms of the Consignment Contract and agree to accept the conditions therein.

Print Name

Home Phone

Mailing Address

Cell Phone

City, State, Zip Code

Email Address

Signature

Date