

# — VNTG HOME —

Live Beautifully

## VNTG Home - CONSIGNMENT and Services AGREEMENT

The terms and conditions in the agreement apply to all services supplied to you, our customer by VNTG Home.

**1. Our Services:** We will provide you with one or more of the following:

- (a) Consignment:** We will: (i) Prepare an itemized inventory of your consigned items; (ii) Pick up and transport your items to our Marketplace ( our pick up fee applies to local areas. See pick up fees terms below.) ; (iii) Display, market and sell your items in the Marketplace, online store and at VNTG Place design entities in a manner we determine; (iv) Maintain a current inventory of your items, which will be available to you on our customer portal; (v) Present or deliver, as appropriate, the items to any buyer; (vi) Collect the sales price from buyer; (vii) Deduct a \$20 consignment management fee from the actual sales price; and (viii) Send you a payment equaling 50% of the actual sales price (see pricing terms), less the content management fee within 30 business days after the sale of each of your items.

Your consignment will be picked up at a date that is scheduled and confirmed by you. See the pick up pricing schedule:

*Pick up fee pricing schedule:*

- 0-4 items: \$149
- 5-9 items: \$199
- 10-19 items: \$249
- each additional lot of 10: \$99
- *\*unusually large or heavy items may be subject to additional logistics charges.*
- *additional charges will be applied for distances greater than 25 miles*
- *Any items added to the truck on pick up day that are not contracted for consignment become the property of VNTG Home effective immediately.*

Your Initials (a):   N/A  \_\_\_\_\_

- (b) Cleanout:** We will remove from your location, all items that you designate, which are not suitable for furniture consignment or donation, via VNTG Place resale. We do not handle cleaners, chemicals, paints, or construction debris. The items that are not salable or are not on the itemized list for consignment or donation will become the property of VNTG Home to sell, discard or donate to another non-profit organization at our discretion. The non-salable items

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are separate from those described above being sold for consignment value or donation value. Clean outs assume all items in the home or dwelling are subject for removal. Any exclusions must be made in writing within 48 hours of the scheduled clean out service. Any and all items that are picked up that are not itemized in consignment or donation contract will be deemed property of VNTG Home.

Your Initials (b): \_\_\_\_\_

## 2. Your Promises:

- (a) You Promise that you (i) own or have authority over all items that you intend to move, consign, donate, or clean out and (ii) have the authority to enter into this agreement
- (b) You promise that you have described the nature and quality of the items truthfully, accurately, and completely.
- (c) You promise that the items are insured under your, or another person's homeowner, rental, or liability policy.
- (d) You promise to let us do what we do best; Whether it's marketing and selling your consigned items, helping you downsize or organize, or moving you to a new home. We will create a plan designed to get you the best economic outcome we can.
- (e) If another person seeks to hold VNTG Home liable for damages or costs resulting from something you did (for example, if you breach any agreement with us, violate a law, or violate another person's rights to the items), you promise to indemnify and hold us harmless from such claim, or demand that is made by any other person.

## 3. Our Promises:

- (a) We will provide our services to you as described in the attached proposal(s) and/or agreement(s).
- (b) We will take good care of the items while they are in our possession.
- (c) We will maintain appropriate and adequate insurance policies so that your items are covered for loss or damage.
- (d) We make no other implied or unstated promises or warranties not included in these terms and conditions, proposals, or agreements.

- 4. **Damages:** If any items are damaged as a result of our negligence, we will either (i) repair the damaged items, or (ii) pay you the consignment share of the agreed-upon consignment price of the items damaged, at our discretion. We are not responsible for any other damages, incidental or consequential, that may arise.
- 5. **Exclusive Rights:** For a period of four months, you give us the exclusive, worldwide right to market and sell your items. You promise that your items are not, and will not, be listed for sale with any other retailer or through any service or platform (such as eBay, Craigslist, or classified ads) during the term of this agreement.

- 6. How We Price Your Items:** We have set the initial sales price for each of your items as detailed on the attached Consignment Inventory. We reserve the right to reprice your items, up or down, once they reach our warehouse and are inspected by our content team. We may reprice items higher or lower without your approval, if after inspection, the condition of the items, warrant. If your item is procured and its condition is not worthy of the agreed consigned price, and warrants a reduced original selling value, you will be informed. We will not consign merchandise that has an original selling value less than \$100. We will accept lower valued merchandise on donation. You agree that we may accept offers to buy any of your items for 90% of the sales price then in effect. The sales prices for your items will be periodically reduced, per the Consignment Pricing Schedule. VNTG Home reserves the right to include your consigned merchandise into selling promotions, from time-to-time, that may reduce the current selling price of your items by 30%.
- 7. Consignment Pricing Schedule:** The initial price, as above, is the selling price in our Marketplace. Thereafter, the price drops occur as follows:

  - (a) Days 1-24: Up to 10% reduction, tied to in-store promotions and “make-an-offer”
  - (b) Days 25-61: Price is reduced 20% from the initial price.
  - (c) Days 62-98: Price is reduced 30% from the initial price.
  - (d) Days 99-120: Price is reduced 40% from the initial price.
- 8. Terminating the Consignment:** You or VNTG Home, may terminate the consignment agreement, after giving seven days prior written notice to the other party. If you terminate the consignment agreement, you will be charged a termination fee of \$150 for each consigned item; this fee enables us to recover the costs we have incurred for transporting, processing, repairing, or refurbishing, marketing, and displaying your items. Once this agreement is terminated, we will:

  - (a) Remove all items from the physical marketplace and online store.
  - (b) Complete all sales pending after notice of termination is received.
  - (c) Deliver a final statement showing any/all items sold, and all fees deducted.
  - (d) Send you a payment or invoice, as required.
- 9. If Your Consigned Items Do Not Sell:** If any of your consigned items have not sold after four months, either of the following can be chosen:

  - (a) You release the item for donation to VNTG Home.
  - (b) Within five business days after the end of the consignment term, you may pick up your items, with 48 hours advance scheduling with a \$150 termination fee per item is applicable.
- 10. Your Payment:** You will be paid within 30 business days after the sale of each of your items.
- 11. Our Communications:** We both agree to use email as our primary method of communication, about this agreement and our services.

## 12. Some Contractual Details

- (a) **Waiver of Our Contractual Rights:** Either of us can choose not to enforce any of our rights under this agreement, without limiting or waiving those rights in the future.
- (b) **Applicable Law:** Our agreement is governed by the substantive law of the State of Ohio. If either of us files a lawsuit, it will be heard in a State or Federal Court, located in Cuyahoga County, Ohio. You agree to waive your right to file, or try to move any lawsuit to any court, outside of Cuyahoga County.
- (c) **If You Breach This Agreement:** If you breach any of the provisions of our agreement, we may, at our option, immediately remove the items from our Marketplace and Online Store; suspend or terminate our consignment services, or refuse to provide you with consignment services in the future.
- (d) **We Want This Agreement to Be Valid:** If one part of the agreement becomes unenforceable or invalid, as a result of a court decision or change in law, the rest of the agreement will continue to be valid, to the extent possible. The terms and conditions of our agreement will change, as necessary, to maintain its validity.
- (e) **This is Our Final and Complete Agreement:** These terms and conditions, and any other proposals, contracts, lists or other documents attached to them, constitute the full and final agreement between you and VNTG Home, and supersede anything that was said or written before we entered this agreement.
- (f) **Future Changes:** You and VNTG Home can change this agreement, but only if the changes are in writing and signed by both parties.
- (g) **Assignment to Others:** Neither you, nor VNTG Home, can assign their rights and obligations under this agreement, to another person, without the other's written consent.

### Customer Information

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

