# Saddlers Row, LLC, Consignor Contract

20066 N. Rand Road, Palatine, IL 60074, 847-776-6700

THE SIGNATURE ON THE CONSIGNMENT DROP OFF FORM AND THIS CONTRACT SIGNIFIES THAT THE TERMS AND CONDITIONS HAVE BEEN EXPLAINED AND UNDERSTOOD TO THE OWNER'S SATISFACTION

#### ITEMS FOR CONSIGNMENT:

- 1. Saddles, bridles, bits, harnesses, horse clothing, books, pictures, and other equine related items and equipment, and riding clothing, including lightly used in show ready condition jackets, show shirts, paddock boots, field boots, dress boots, breeches, jodhpurs, chaps, half chaps, schooling wear, etc. may be accepted for consignment.
- Consignors sending potential consignment items by mail or other means have the option, when such items are deemed unacceptable by Saddlers Row, LLC, of having items returned to Consignor, at Consignor's sole cost and expense.
  Consignors not arranging for such prepaid return forfeit all right, title and interest in such items, which shall be disposed of in the sole discretion of Saddlers Row, LLC.
- 3. Saddlers Row, LLC shall determine the acceptability of, and has the right to refuse or return, any item to Consignor.
- 4. Helmets, dry rotted strap goods, dangerous tack, protective vests, pull on boots, and used brushes are not acceptable for consignment. Used horse clothing or attire brought in soiled or damaged will not be accepted for consignment.

## PROCEDURE:

- Consignments may be accepted by chance or appointment.
- 2. Consignor shall receive a copy of the signed Consignor Contract, which includes an item list on the Drop Off Form.
- At the time of each consignment, Consignor shall choose a payment method of a Saddlers Row, LLC Gift Card or Check, minus applicable fees and commissions.
- 4. Unless specified by Consignor, Saddlers Row, LLC shall determine pricing on all consigned items.
- 5. All articles are consigned for an initial period of four months/120 days\*\*. At the end of 120 days, Consignor will be given the option to drop the price 50% for an additional 90 days, at which time this contract expires.
- 6. Any unsold item that remains in Saddlers Row, LLC possession ten days after expiration of the Contract becomes the property of Saddlers Row, LLC and may be disposed of as Saddlers Row, LLC sees fit, including but not limited to donation to a charity.
- 7. Merchandise removed before the end of the consignment period shall incur a processing charge of \$5 per item.

## NOTICE TO CONSIGNOR:

CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER Saddlers Row, LLC, its officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned goods. Saddlers Row, LLC shall use all conventional safeguards in the handling and displaying of consigned goods but has no legal responsibility for items left on consignment.

## PAYMENT:

- Upon sale of a consigned item, a Saddlers Row, LLC Gift Card shall be issued by Saddlers Row, LLC store unless Consignor has specified payment by Business Check.
- 2) A check for items sold shall be issued the month following the sale, if Consignor specified payment by check. If payment is to be by check, Saddlers Row, LLC is entitled to a <u>50% commission</u> on items. A \$1.00 processing fee shall be applicable on each check. Checks will be issued when a minimum of \$25.00 has accrued on the account, unless all items have been sold/removed.
- 3) If payment is to be by Saddlers Row, LLC Gift Card, Saddlers Row, LLC is entitled to a <u>35% commission</u>. Gift Cards will be issued when a minimum of \$25.00 has accrued on the account, unless all items have been sold/removed.

## I have read and understand the terms and conditions of this Contract:

Consignor	Print Name	Date
Saddlers Row LLC	Print Name	Date
**All articles are consigned for an initial period of four months/120 days. At the end of 120 days, Consignor will be given the option to drop the price 50% for an additional 90 days, or pick items up within 10 days (items not picked up will be forfeited and become the property of Saddlers Row, LLC, at which time the Consignor Contract expires. Please check one box.		
I would like to <b>reduce</b> the price by <b>50%</b> on my remaining items for an additional 90 days at the end of the 120 days.		
I would like to <b>pick up</b> any of my remaining items at the end of the 120 days. If items are not retrieved promptly by owner, they will become the property of <b>Saddlers Row, LLC</b> to dispose of as they see fit.		