

CAPELET CONSIGN, INC.

Consignment Agreement

You, the undersigned, agree that the following terms and conditions will apply to any item(s) you consign to Capelet Consign, Inc., an Idaho corporation with its address at 511 N. East St., Ketchum, ID 83340 (“*Capelet Consign*” or “we”). All items you consign to Capelet Consign from time to time and that are accepted by Capelet Consign will be set forth on one or more consignment lists. By your signature below, you authorize Capelet Consign to display and sell all such items on the terms set forth below.

1. Conditions of Acceptance. We primarily accept women’s fashionable, name brand items, that are freshly cleaned and in like-new condition. All acceptance decisions are within the sole and absolute discretion of Capelet Consign. We will notify you, by phone or email, if any of your items are not accepted. You understand you have seven (7) days from the date we notify you to pick up your unaccepted items or request that they be mailed back to you, at your expense. If you have not picked up your items or requested that they be mailed back to you within such seven (7) day period, you acknowledge and agree that Capelet Consign will donate the items to a charity of its choosing and Capelet Consign will have no further obligation or liability to you with respect to such items.

2. Consignment Period. The consignment period is generally 180 days from the date we receive and accept an item for consignment. While we may accept out of season items, any off-season items we receive and accept will be stored until the appropriate season and the 180 day consignment period will begin when such items are put on the sales floor. You understand and agree that Capelet Consign has no obligation to promote any item over any other item or to display any item more prominently than any other item. All display and similar decisions shall be in the sole and absolute discretion of Capelet Consign.

3. Guaranty of Authenticity and Ownership. By signing below, you represent and warrant to Capelet Consign that all items you present to Capelet Consign for consignment are authentic, as represented, and that you are the sole legal and rightful owner of such items with full authority to consign such items to Capelet Consign free of any liens or other encumbrances or restrictions. If the foregoing proves to be untrue or inaccurate in any way, you agree to indemnify Capelet Consign for any damages, fees (including attorneys’ fees), costs, and/or claims that may arise, including the return of a buyer’s purchase price, as a result thereof. Your representations and warranties in this Section 3 shall survive the sale of your items.

4. Pricing. All pricing decisions, including any discounts, sales, promotions, and mark-downs, are in the sole and absolute discretion of Capelet Consign and will generally take into account the demand for certain items and brands, the condition and appearance of an item, and an item’s market value.

5. Payments to You. You will receive fifty percent (50%) of the final sales price of your item(s), less applicable taxes, after the item sells. Checks are issued once a month for sales made in the prior month and will be mailed to the last mailing address you provided. If you have any questions about the status of your items, please do not hesitate to contact us.

6. Unsold Items. At the end of the consignment period, we will notify you, by phone or email, if any of your items have not sold. You understand you have fourteen (14) days from the date we notify you to pick up your unsold items or request that they be mailed back to you at your expense. If you have not picked up your items or requested that they be mailed back to you within such fourteen (14) day period, you acknowledge and agree that Capelet Consign will donate the items to a charity of its choosing and Capelet Consign will have no further obligation or liability to you with respect to such items.

7. Risk of Loss; Limitation of Liability. All consignments are at your own risk. Capelet Consign is not responsible for any loss or damage to items, including, but not limited to, damage caused by theft, fire, flood, tears, stains or other damage resulting from potential buyers trying on items, loss or damage in shipment to or from Capelet Consign, or any other loss or damages of any kind or nature whatsoever.

8. Keeping Contact Information Current. It is your responsibility to update Capelet Consign of any changes to your mailing address, email or phone number. Failure to do so may result in you not receiving notices of unaccepted or unsold items or any changes in terms, or delayed payments and additional fees for checks to be re-issued.

9. Miscellaneous. This agreement constitutes the entire agreement between you and Capelet Consign with respect to the consignment of your items. Capelet Consign reserves the right to modify its policies at any time upon notice to you. The laws of the state of Idaho (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this agreement, including without limitation, its validity, interpretation, construction, performance, and enforcement. Any action or proceeding arising out of or relating to this agreement shall only be brought in the courts of Idaho, and each of the parties hereto submits to the personal jurisdiction of such courts (and of the appropriate appellate courts wherever located) in any such action or proceeding, and selects the courts of Idaho for proper venue in any such action or proceeding. Signatures transmitted by facsimile or other electronic means (including via email) shall be deemed to be original signatures for all purposes. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the remaining provisions of this agreement shall not be affected and shall remain in full force and effect, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this agreement. Any provision of this agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid, illegal or unenforceable.

By signing below, you represent that you have read and understand this agreement, that you are the legal and rightful owner of all items you present to Capelet Consign for consignment, and that you authorize Capelet Consign to sell your items on consignment pursuant to the terms described above.

Signature: _____

Printed Name: _____

Address: _____

Phone Number: _____

Email: _____

Date: _____