

CONTRACT



TERMS OF CONTRACT

Agreement made this _____ day of _____, 20____ ("effective date") by and between _____ ("Consignor") with and address of _____ & Recycle Your Fashions LLC.

SCOPE OF AGENCY:

Consignor appoints the Company to act as Consignor's exclusive agent for the exhibition and sale of the items identified on a specified List of Inventory. Additional List(s) of Inventory may be incorporated to the Contract at any time.

CONDITIONS OF ACCEPTANCE:

Items are only accepted in new, excellent and like new conditions. Consignor represents and warrants that he/she is the sole owner of the item(s) on consignment. Items sent in with damages must be shipped back to Consignor at Consignor's cost within 7 days of notice (one phone call, message or email) or will be donated to a charity chosen by Recycle Your Fashions LLC or other charitable organization.

CONSIGNMENT PERIOD:

Consignment period is **120 calendar days** from appearance of the items on the Company site (the "Consignment Period").

PRICING:

The Company has sole discretion in determining the pricing on all items. The Company reserves the right to re-price items at any time. **All items left more than 7 days after the end of the Consignment Period (without attempt to contact The Company) will become the sole property of the Company.**

PAYMENT:

Fifty percent (50%) of the selling price will be paid to the owner (except for where proceeds are donated to charity or items have become property of the Company). Payments are made once a month for sales made the prior month and are mailed via United States Postal Service or PayPal (upon request and consent to fees by PayPal). The Company shall furnish Consignor with a statement of items sold, price, Consignor's share, & donation, if any, with each payment remittance.

LIABILITY:

The Company is not responsible for any loss or damage to items. Including, but not limited to damage caused by, theft, fire, flood, any types of stains/tears, loss and any other damages or losses without exclusion.

SHIPMENT OF ITEMS BETWEEN CONSIGNOR AND THE COMPANY:

Packing, shipping, insurance and other handling expenses for items from Consignor to the Company and for the return of unsold items from Company to Consignor shall be borne by Consignor. The Company is not responsible for lost packages once they have departed our warehouse facility.

PROMOTION OF ITEMS:

The Company shall use its best effort to promote, display and sell items on its web-site and shall have no obligation to promote items in any other manner. Should items reflect a lower cost at any time for promotional purposes (i.e. media coverage, PR or Marketing opportunities), the consignor **will** still receive the full amount as stated on their inventory list.

AUTHENTIC ITEMS ONLY:

Consignor represents and warrants that items consigned are 100% authentic and as represented. Recycle Your Fashions LLC. has a zero tolerance policy on this matter - should you attempt to consign "knock-off designer" items, your account will be revoked, your items will automatically become property of Recycle Your Fashions and all funds that are due will become Recycle Your Fashions LLC. We will also contact your local police on this matter.

MODIFICATIONS IN WRITING ONLY:

All modifications, deletions, additions or amendment to this Contract must be in writing and signed by both parties.

ENTIRE AGREEMENT:

This Contract and inventory lists constitutes the entire agreement between the parties hereto.

GOVERNING LAW:

This Contract and its enforcement shall be governed by and construed in accordance with the law of the State of Pennsylvania, without regard to the State of Pennsylvania principles of conflicts of law. The parties agree that any action or proceeding against another party hereto, arising out of or relating to the Contract shall be brought only in the courts of Pennsylvania.

By signing below, you authorize Recycle Your Fashions LLC to sell your items on consignment pursuant to the terms described herein.

After 120 Days: Return (owner's expense): _____ Donate: _____

Consignor Signature: _____ Date: _____

Consignor Name (please print): _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail address: _____