Gear Hut LLC. Consignor Agreement

REVISED 10/29/2026

Gear Hut is categorized by the City of Reno as a Secondhand/Pawnshop. Gear Hut is required to collect detailed information and ID from all consignors. This information will not be sold. This information is shared with the local police and a required national database for stolen goods. The Consignor agreement applies to all items brought into Gear Hut on consignment. Gear Hut LLC will be referred to as "the Company" or "Gear Hut" throughout the agreement.

GENERAL:

All items should be gently used, clean, free of defects and in saleable condition. It is the sole responsibility of the Consignor to update any personal information that changes and to stay in contact with the Company. The Company may limit drop off quantities based on store capacity. All items dropped off at the Company today or in any future drop offs fall within the scope of this agreement. Any future consignment agreements will supersede this document.

Sales Split Percentage:

Consignor agrees to accept the following percentages of the end sales value per item:

SELLING PRICE	CONSIGNOR PAYOUT %	Category
$0 - $49.99	**40%**	**(1)**
$50.00 - $150.00	**50%**	**(2)**
$150.01 - $400.00	**60%**	**(3)**
$400.01 and over	**70%**	**(4)**

Store credit receives an additional 10%

Pricing:

The Consignor agrees with the individual item prices listed in the digital agreement. If not listed, the Consignor agrees with prices to be later determined by the Company's knowledgeable staff. Prices are encouraged to be fair for both the Consignor and customer. Prices are based on variables including but not limited to: condition, quality, age, style, original MSRP, demand etc. If any discrepancies are noted on the Consignor Access, it is the Consignor's responsibility to reach out to the Company within 24 hours of drop off. The Company reserves the right to match pricing when all attributes of an item are identical (size, color, model name, brand, etc.).

Discount Schedule:

Consignor agrees to the sales value schedule that may or may not be used on merchandise at the Company's discretion:

30 days after received = **10% off**
60 days after received = **20% off**
After 90 days, Gear Hut is able to reprice unsold, non seasonal Category (1) items to move per shop discretion.

Time Constraints for Non Seasonal Items:

Consignor agrees to leave non-seasonal item(s) at the Company for the ENTIRETY of a 90 day selling period. Item(s) cannot be sold or listed anywhere else other than at the Company while the item(s) or consigned at Gear Hut. The Consignor will be subjected to an early retrieval processing fee of 5% of the item's current sale price if the item is retrieved before the end of the 90 day selling period, at the discretion of the Company. Some items can be consigned for a full year (365 days). If the Company and

Consignor agree to leave the items for a full year, the Consignor can retrieve the items at any point after the 90 selling period. The Company will contact you in regards to picking up your items after the 90 day selling period via email only. Any items not retrieved within 2 weeks of contact will become the property of the Company and donated to a non-profit chosen by the Company.

Seasonal Items/End of Season Sales:

Consignor agrees to leave the seasonal item(s) at the Company until the “Pre-Sale Pickup” listed below, according to the appropriate season. Consignor agrees to the following schedule of pickup dates for any item that is determined to be seasonal. If the Consignor doesn’t pick up their items within the “Pre-Sale Pickup”, then they agree to the sale discount (up to 50%) that will be taken from both sides of the Sales Split shown above. If the Consignor doesn’t pick up their items within the “Pre-Auto Conversion Pickup”, then the items will be automatically changed to Store Inventory. Consignor Access will reflect the final pick up date for seasonal items. The Consignor will be subjected to an early retrieval processing fee of 5% of the item’s current sale price if the item is retrieved before the “Pre-Sale Pickup” dates listed below, at the discretion of the Company.

Pick up items within the dates	**Winter**	Summer
Pre-Sale Pickup	**First 2 weeks of March**	First 2 weeks of September
Pre-Auto Conversion Pickup	**Last 2 weeks of March**	Last 2 weeks of September

**NOTE - per Company Discretion: multiseasonal items such as but not limited to softshell/tech jackets, packable puffy jackets, long sleeve bike jerseys/bike pants, fleeces, boots may be subject to end of season sales, but kept for up to 365 non seasonal term.

Payment as Check or Store Credit:

It is the sole responsibility of the Consignor to inquire about the selling status of items. The Company provides “Consignor Access” so the Consignor can check what has sold. Payment is in the form of a check, store credit, or ACH money transfer. Processing time may vary depending on season and availability of staff. ID is required to retrieve payment. ACH Money Transfers will incur a $2.50 fee for processing. There is a minimum check amount of $10, under which, the Company will not write a check and the amount will have to be used as store credit. Use as Store Credit receives an additional 10%.

Liability Release:

The Consignor agrees to indemnify and not hold Gear Hut LLC responsible for any losses, liability, claims, lawsuits, proceedings or third party claims of any nature arising out of the sale of merchandise, or third parties use of sold merchandise. In the event that the Consignor’s item(s) are damaged or missing due to theft, fire, water, vandalism, or customer handling, the Company will reimburse the consignor's split.

Ownership:

The Consignor confirms that they are the unrestricted owner of all items brought in for consignment and will indemnify, hold harmless, and defend the Company in the event a third party claims ownership to the items. In the event of a police investigation pertaining to the Consignor’s items, the Company will place a hold on the Consignor’s account. A hold will prevent any new transactions, consignment, or retrieval of the Consignor’s payment and items.

Donation:

The Consignor agrees that any items reviewed and not accepted by the Company that are not included in the online Consignor Access “Full Inventory List” will be donated if not claimed within 24 hours of the sent receipt.