

Gear Hut LLC. Consignor Agreement

Terms

UPDATED 09/08/2021

The Consignor agreement is effective starting on the date listed below and applies to all items brought into Gear Hut in the future. Gear Hut LLC will be referred to as “the Company” or “Gear Hut” throughout the agreement. 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. Gear Hut may limit drop off quantities.

Sales Split Percentage:

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

\$0 - 150 sales value = **50%**

\$151 - 400 sales value = **60%**

Over \$400 = **70%**

Store credit receives an additional 10% on top of sales value per item.

Pricing:

The Consignor agrees with the individual item prices listed below. If not listed below, Consignor agrees with prices to be later determined by Gear Hut’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 consignment receipt, it is the consignors responsibility to reach out to Gear Hut.

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**

Time Constraints - 90 Days:

Consignor agrees to leave item(s) at Gear Hut for the ENTIRETY of a 90 day selling period. Item(s) cannot be sold or listed anywhere else other than at Gear Hut during the 90 day selling period. It is the sole responsibility of the Consignor to retrieve the items within two weeks (14 days) after the 90 day selling period. The Company will not contact you in regards to picking up your items. Any items not retrieved will become the property of the Company and donated to a non-profit chosen by the Company. The Company may ask to hold items longer, but only when the Consignor reaches out at the end of the 90 day selling period. Consignor will be informed of the 90 days date when consigning.



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 a Consignor Login Service so the Consignor can check what has sold. Payment is in the form of a check or store credit. Gear Hut takes 48 hours to process all payment requests. ID is required to retrieve payment. Checks requested to be mailed will incur a \$2 convenience fee. Use as Store Credit receives an additional 10% on top of sales value per item.

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 cover up to the recent sale price minus commission.

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.

Donation:

The Consignor agrees that any items reviewed and not accepted by the Company that are not included on the emailed "Item List" will be donated if not claimed within 24 hours of the sent receipt. Additionally, if contacted in regards to picking up unsold account item(s), Gear Hut retains the right to donate said item(s) within 2 weeks of email receipt if not contacted by the Consignor.

I, _____, am the owner of the item(s) being sold and agree to the above sales split, pricing, discount schedule, time constraints, payment, liability release, ownership, donation and overall terms of this agreement. This agreement supersedes all or any previous agreements made with Gear Hut.

All items dropped off at Gear Hut today or in any future drop offs fall within the scope of this agreement.

Any future consignment agreements will supersede this document.

