

## Consignment Agreement

1. CONSIGNOR agrees to consign item(s) to Milestones, LLC at 3735 West Lake Road, Erie, PA. Consignor warrants they possess complete and clear title to all merchandise consigned and will NOT hold Milestones responsible for any claim from another party to consigned merchandise. If an item is found by Milestones to be recalled, the consignor forfeits the item to be disposed of by Milestones without notice. Milestones reserves the right to decline or donate (due to flaw) items at its own discretion.
2. **RETAINED FEES FOR MERCHANDISE:**  
A percentage of the selling price of each item shall be retained by Milestones, LLC, according to the following schedule.
  - 50% for furniture and equipment
  - 60% for all other consigned items
 The remaining portion will be paid to the listed consignor only.  
 If Milestones hangs, rehangs, or launders/cleans an item for the consignor, the consignor percent may decrease by 10%.
3. **LIABILITY:** While every reasonable effort will be made by Milestones, LLC to safeguard consigned merchandise at 3735 West Lake Road, Erie, PA, Milestones assumes NO liability for the loss, damage to, or destruction of any consigned item(s) by fire, theft, accident, or any other cause.
4. **PRICES** are set at the sole discretion of Milestones, LLC. All consigned items are subject to price reduction at the discretion of Milestones. A buyer's fee ranging from \$0.49 to \$4.99 is added to each item priced \$1.50 and up to cover the cost of selling the item.
5. **PICKUPS:** Items that have not sold after a **minimum** of 60 days of display are donated or set aside to be returned to the consignor (if priced over \$15). Consignor must pick up all unsold items within ten (10) calendar days after telephone notification. All unsold items NOT picked up within ten (10) calendar days will, without further notice, automatically become property of Milestones, LLC.
6. **CONSIGNOR PAYMENT:** Consignor may choose payment by check or store credit.
  - CHECK:** Checks are issued 4 times per year (A-M paid the last days of Feb., May, Aug., and Nov.; N-Z paid the last days of Mar., June, Sept., and Dec.). A one dollar (\$1.00) check fee is deducted from each check. If the account balance is less than \$10, the balance will continue to accrue until the next check date unless the consignor comes to the store in person for a cash payout. Consignors may use his/her account balance for store purchases at any time.
  - STORE CREDIT:** The consignor receives fifty percent (50%) of the selling price on ALL of his/her consigned items. The account balance is not paid out, but may be used for store purchases at any time. Online account access is also provided free of charge.
7. **ACCOUNT TERMINATION:** Accounts that have a two dollar (\$2.00) balance or less at the end of the year and have no items left for sale are automatically closed. Any consignor that cannot be contacted due to an invalid address, phone, or email forfeits his/her account balance to Milestones, LLC. Any consignor that does not respond to a payout request (made by phone) in the required time also forfeits his/her account balance to Milestones.
8. **DISPUTES:** All transactions and resolutions to disputes will take place in Erie, PA, USA.

I have read the terms of this consignment agreement and accept them as described above:

Consignor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Online Account Access:  
(annual fee of \$1.00)

YES NO