



PICCOLO PENGUIN

Boutique Resale Apparel for Children

CONSIGNMENT AGREEMENT

Consignor: _____

Consignee: Piccolo Penguin

Date: _____

Welcome!

We are pleased that you want to become part of the Piccolo Penguin family. Here's how it works:

1. Appointments: Make an appointment online at piccolopenguin.com
2. Item Selection: Transport your items stacked laying flat in a storage bin in order to avoid wrinkles. The items must be 1) clean and in ready-to-wear; 2) free of stains, pet hair, and odors (including cigarettes, pet odor and moth balls); 3) free of fading and excessive wear; 4) have working zippers and snaps and all buttons in place; and 5) free of holes and ripped seams

Piccolo Penguin ("Piccolo"), as Consignee, will choose items that it determines, in its sole discretion, are marketable. Among other factors, Piccolo will consider season, style, brand, condition, and demand.

Piccolo reserves the right to refuse any item that we believe is not suitable for resale.

Any items found to be defective after initial acceptance will be disposed of or donated and will not appear in account information.

3. Pricing and Payments: Our Consignment Agreement period is for 60 calendar days. During this time, items are priced at the sole discretion of Piccolo; discounts, coupons, sales and promotions may occur at any time.

During this time, as Consignor, you will receive 40% of the price for which the item is sold (before taxes and buyer's fee). A Buyer's fee of \$1 is added to the price of each item selling up to \$25 and \$2 for each item selling for greater than \$25. This fee is paid by the buyer and will not appear in your account information. Payments to Consignor will occur by the 15th day of each month. Consignor will receive payment for any items sold during the previous month's sales. Checks for less than \$40.00 will not be written and balance will be carried forward. It will be the responsibility of the Consignor to pick up any monthly check being generated. Check(s) that are mailed will be accessed a handling charge of \$1.50. Your balance may be applied to an in store purchase at any time. Unclaimed Consignor's balances, after 60 days from Agreement end date, will become the property of Piccolo Penguin. We are not responsible for bounced emails or checks unable to be delivered because of an old address. Lost checks will result in a stop-payment fee of \$40 and may be deducted from the account balance.

4. End of Consignment Period Pickup: The consignment period ends 60 days from the date the items are accepted and it is every Consignor's responsibility to keep track of this date. If you choose to have your expired items returned to you, they must be picked up within 7 days after the end of the consignment period; if they are left longer they become the property of Piccolo Penguin and will be donated, disposed of or reintroduced into inventory.
5. Early Pickup: If you change your mind and wish to pick up an item within the first 60 days of consignment, you will be charged a \$2.50 handling fee per item.

For Office Use:

Account No. _____

All items submitted for consignment on or after the date listed on the first page are governed by this Agreement. Consignor represents and states that he/she is the owner of all goods placed for consignment and that the goods are salable and/or free and clear of liens or other claims.

Piccolo Penguin, its agents, employees, and volunteers shall not be responsible for theft, loss of or damage to any consigned merchandise. Consignor further agrees to hold harmless Piccolo Penguin, its agents, employees, and volunteers from any potential claim of reimbursement for any said theft, loss of or damage to any consigned merchandise. Piccolo Penguin reserves the right to make policy changes at any time.

_____ I DO wish to pick up any unsold items after my 60 day consignment period. I understand that I will be required to pick items up ON TIME or items will be forfeited.

_____ I DO NOT wish to pick up any unsold items after my 60 day consignment period and I give permission for items to be reintroduced into inventory or donated to charity.

This Agreement shall be governed by the laws of the State of Michigan, no matter where the Consignor resides. This Agreement was executed in Birmingham, Michigan, on the date listed on the first page.

We understand & accept the Terms of this Agreement.

Piccolo Penguin, Consignee

A Michigan Limited Liability Company

By: _____ Date: _____

Amanda Schairer

Its: **Member**

Consignor

_____ Date: _____

Signature of consignor

Printed name of consignor

Phone Number (For communication regarding your account)

Email address of consignor (For communication regarding your account)

Check here if you would like to be added to our mailing list for news and coupon

For Office Use:

Account No. _____