



# Bicycle-Only Consignment Agreement

|                              |   |
|------------------------------|---|
| <b>Name</b>                  | <b>Phone</b>  |
| <b>Address</b>               | <b>Email:</b><br><small>Please write clearly! This is the main way we communicate with you.</small> |
| <b>City, State, Zip code</b> | <b>Additional Names Authorized on Account:</b>  |

In the Agreement, the party who is granting the right to sell its merchandise will be referred to as "Consignor", and the party who is granted the right to sell the merchandise will be referred to as "Peak Sports" (Peak Sports, Inc.). The parties agree as follows:

**I. RIGHT TO SELL.** Consignor owns BICYCLE until moment of sale or forfeiture. Consignor grants Peak Sports exclusive rights to sell BICYCLE under the terms of this Agreement. All initial sale prices shall be determined by mutual consent of the parties.

**II. PROCEEDS OF SALES.** Peak Sports will pay to Consignor a portion of the sales proceeds from items consigned at Peak Sports which shall be calculated as follows: 40%=Sale price of \$0-\$124.99, 50%= Sale price of \$125.00-\$249.99, 60%= Sale price of \$250.00-\$499.99, 70%= Sale Price of \$500.00-\$999.99, 80%=Sale Price of \$1000 and above. Payment to the Consignor for sold items will be available by check (**\$10.00 minimum**) no earlier than thirty days following the sale. If requested, a check may be mailed for an additional \$1.50 fee. If a replacement check must be issued for any reason, the Consignor will pay the Bank's Stop-Payment Fee (currently \$31.00), which may be deducted from Consignor's proceeds. If the Consignor elects to choose store credit in lieu of a check payout, the Consignor's percentage will increase by 10% for each sales price level if subsequently purchasing consignments store goods only. Store credit is available to the Consignor immediately after the sale of BICYCLE and may be used on any new or used item or service offered by Peak Sports.

**III. TITLE TO MERCHANDISE.** By signing below, you attest, under penalty of law, that you are the legal owner of BICYCLE offered for consignment. Consigned merchandise shall remain the property of Consignor until sold or forfeited.

**IV. WARRANTIES.** Neither party makes any warranties with respect to the use, sale, or other transfer of BICYCLE by the other party or by any third party. In no event will Peak Sports be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to BICYCLE.

**V. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Oregon

**VI. ADDITIONAL TERMS AND CONDITIONS.**

**1.** Throughout this agreement, BICYCLE may refer to single or multiple BICYCLES, UNICYCLES, or TRICYCLES.

**2.** Consignor agrees to provide BICYCLE for sale in a clean and functional condition. Prior to acceptance for consignment, additional charges and fees may be assessed to bring BICYCLE up to minimum quality standards as defined solely by Peak Sports. Peak Sports reserves the right to discontinue BICYCLE if it is found to be in non-working order after it has been consigned.

**INITIAL 3.** The Consignor agrees not to offer BICYCLE currently consigned with Peak Sports for sale in any other place. Consignor may direct people to the store, but once an item is consigned, the sale must go through Peak Sports during the consignment period.

**INITIAL 4.** If the consignor chooses to break this agreement and remove BICYCLE from Peak Sports prior to 91 days, a 10% penalty of the initial sale price will be paid to Peak Sports before BICYCLE is released.

**INITIAL 5.** Price of BICYCLE may be adjusted during the first 90 days of the consignment period when mutually agreed upon by Peak Sports and Consignor.

**INITIAL 6.** Bicycles are consigned for 180-day terms. At day 91, BICYCLE's price will be adjusted downward 10% off its current price, 20% off at day 121, and 30% off on day 151.

**7.** If the Consignor's email address is illegible, incomplete, not provided or has changed, all responsibility falls to Consignor to check on their account and make sure items are in good standing. Peak Sports is not required to notify in any way besides email.

**8.** Peak Sports is not responsible for lost, stolen or damaged items.

**9.** Peak Sports reserves the right to rotate items in and out of display stock as floor and rack space permit, and to transfer items between various store locations.

**10.** Consignor's portion of money earned from the sale of BICYCLE is valid for a period of one year from the date of sale. If money is not used as store credit or paid out by check by the end of that 365-day period, consignor forfeits money to Peak Sports.

**11.** If the Consignor fails to contact Peak Sports within 14 days after notification of expiration, discontinuation, or notification of an item in non-working order, the Consignor forfeits title and ownership of items and they become legal property of Peak Sports. Peak Sports may sell, discard, or donate those items at sole discretion.

**12.** This contract replaces any previous contracts for BICYCLE consignment signed by the Consignor with Peak Sports, Inc.

|                             |              |
|-----------------------------|--------------|
| <b>Consignor Signature:</b> | <b>Date:</b> |
|-----------------------------|--------------|



# Bicycle Consignment Form

|          |      |
|----------|------|
| Employee | Date |
|----------|------|

**Please take a minute to write LEGIBLY.**

## Consignor Information

|         |       |
|---------|-------|
| Name    | Phone |
| Email   |       |
| Address |       |

## Bicycle Information

|              |                       |           |
|--------------|-----------------------|-----------|
| Make         | Model                 | Type      |
| Color        | Year                  | Condition |
| Size         | Pertinent Information |           |
| Asking Price |                       |           |

Bicycle must be in **Excellent, Very Good, or Good condition**. If the Consignor wants Peak Sports to service the bike back to **Very Good condition**, Consignor will pay for shop work and parts **BEFORE** bike is put on consignment.

|                             |       |
|-----------------------------|-------|
| Consignor Initials          | Notes |
| Comments for handlebar tag: |       |