



General Consignment Agreement

Name	Phone
Address	Email: Please take an extra second to print LEGIBLY! THIS IS THE PRIMARY WAY WE COMMUNICATE TO YOU
City, State, Zip code	Additional Names Authorized on Account

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 Outdoor Adventure Gear ("OAG") until moment of sale or forfeiture. Consignor grants Peak Sports exclusive rights to sell the OAG 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 20% for each sales price level if subsequently purchasing consignment store goods only. Store credit is available to the Consignor immediately after the sale of the OAG 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 the OAG 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 the OAG 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 the OAG.

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

VI. ADDITIONAL TERMS AND CONDITIONS.

1. Consignor agrees to provide OAG items for sale in a clean and functional condition. Peak Sports reserves the right to discontinue an item or adjust the price if it is found to be in non-working order after it has been consigned.

INITIAL____2. The Consignor agrees not to offer OAG items 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____3. If the consignor chooses to break this agreement and remove the OAG from Peak Sports before the consignment term has elapsed, a 10% penalty of the sale price will be paid to Peak Sports before the OAG is released.

INITIAL____4. Price of the OAG may be adjusted during the consignment period.

INITIAL____5. Peak Sports reserves the right to run a sale and discount the OAG by up to 50% of the original consigned price.

6. Peak Sports offers two consignment periods: Summer and Winter. The Summer consignment period ends in the Fall. The Winter consignment period ends in the Spring. The exact final expiration date is TBD. Summer and Winter consignment periods will have a sale period before the expiration. Consignor will receive an email outlining the terms of the sale prior to its start as well as the pick-up dates and final expiration date. Items are eligible for pick up after the sale email is sent.

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 OAG 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 signed by the Consignor with Peak Sports, Inc.

Consignor Signature:	Date:
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