

Montecito Treasures Consignment Contract

- Montecito Treasures will retain 35% of item(s) sale price as commission.

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- Item(s) will be consigned for an initial period of 60 days with the above terms and then consigned for a 50 – 50% split for an additional 30 days.

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- A price range will be provided upon consignment. The mutual agreement of the contract between Montecito Treasures and the consignor acknowledges that each piece can be sold within that range at any point during the consignment period. After receipt of merchandise, consignor has 24 hours to reach Montecito Treasures with approval/disapproval of pricing. If consignor does not reach us with approval, merchandise will be placed for sale priced at our discretion.

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- Consignor may retrieve their merchandise at anytime during the term of the consignment period with 24 hours notice. If consignor has provided notice during the consignment period, item(s) must be retrieved within 48 hours of such.

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- If item(s) are found unsalable, Montecito Treasures reserves the right to return item(s) to consignor. Consignor is responsible for picking up unsalable item(s) within 48 hours of notice or item(s) will be donated.

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- Montecito Treasures will use best efforts to get the item(s) sold for the best price, as quickly as possible.

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- Upon completion of the contract, the seller is obliged to pick up any remaining items within 7 (seven) days. Items left after this time become the property of Montecito Treasures, unless a written agreement signed by both parties agrees to pay a storage fee, which will be determined by the size/number of items.

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- Checks can be picked up at the store after the 15th of the month for item(s) sold during the prior whole month. WE DO NOT MAIL CHECKS to consignors located within 30 miles of the store. Consignment payments will be voided if not cashed within 90 days of check date.

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- It is the responsibility of the consignor to maintain all records of consigned merchandise and call not less than once a month after the 1st to confirm sales, pickups, and contract termination.

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- Montecito Treasures assumes no liability for loss, damage to or destruction of any item(s) consigned. We do not provide insurance.

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- Should Montecito Treasures be held liable for any breach of contract or breach of duty or tort claim filed by Consignor, said damages shall be limited to no more than the stated value of the Consignor's payment under this agreement for the item in question and the Consignor shall not be entitled to any further compensatory, consequential, punitive or special damages whatsoever.

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- This is the entire agreement between the parties and it contains all the terms and provisions between the parties relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except by any such contemporaneous agreement specifically referring to and modifying this agreement signed by both parties. Consignor may not assign this agreement whatsoever.

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- The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

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- This Agreement shall be construed and enforced according to the laws of the State of California and any dispute under this Agreement must be brought in this venue and no other.

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Consignor Signature:

Date:

Montecito Treasures
617 E. Gutierrez Street
Santa Barbara, CA 93103
(Updated 2/1/2017)