

CONSIGNMENT AGREEMENT

1. The Consignor is the owner of all goods consigned to The White Elephant, Inc. and has the legal right to enter into this Consignment Agreement.
2. The White Elephant, Inc. retains the right to accept or decline any item for consignment at their sole discretion. The White Elephant, Inc. further retains the right to display items for sale as they see fit.
3. It is Consignor responsibility to eliminate No Thank You (NTY) items before attempting to consign them. Consignors must present hardgoods clean, complete and free of defects. Consignors must present brand name clothing on a hanger, in ready-to-wear condition; clean, pressed, in season, free of defects and less than 2 years old.
4. Retrieving and Donating Consignors must wait for The White Elephant, Inc. staff to perform an initial screening of their consignment to return readily apparent No Thank You (NTY) items. If the Consignor chooses not to wait, the consignment will be treated as a 'Drop And Run' and any NTY items donated to WExchange Community Donation Center without notice. Drop and Run Consignors will have no claim or recourse for NTY items The White Elephant, Inc. did not accept.
5. Retrieving Consignors are responsible for contacting The White Elephant, Inc. within seven (7) days of the date of consignment to claim any additional NTY items found during the tagging process. No Thank You items unclaimed within (7) days of the date of consignment will be disposed without notice. Consignors may not assume there are no additional NTY items because their consignment was initially screened.
6. The Consignor may set the list price of their items or authorize The White Elephant, Inc. to price items on their behalf. The White Elephant, Inc. reserves the right to sell items below their original list price: if the Consignor has authorized a price reduction, if The White Elephant, Inc. priced the items on the Consignors behalf or if unsold items are to be donated.
7. The White Elephant, Inc. collects a commission on all goods sold equal to forty-five percent (45%) of the list price of hard goods and sixty percent (60%) of the list price of clothing and accessory items. A nominal item fee is added to the list price of all consigned goods. Where an item is sold below the original list price, commission is calculated on the reduced list price. All goods are tagged with the sales floor price which includes the item fee paid to The White Elephant, by the Buyer, at the time of purchase.
8. The White Elephant, Inc. does not telephone Consignors regarding their consignment account.
9. The White Elephant, Inc. does not mail checks as a matter of course. The Consignor is responsible for collecting funds due for items sold, at the store location where the items were consigned, within ninety (90) days of the expiration of each consignment period. Uncollected funds become the property of The White Elephant, Inc. Upon request, The White Elephant, Inc. may mail a check to Consignors who live or have moved out-of-state.
10. Retrieving Consignors must claim unsold items within five (5) days of the expiration date of each consignment. After 5 p.m. on the exit date, unclaimed items will be disposed without notice or liability to the Consignor.
11. Retrieving Consignors are responsible for locating, and removing from the sales floor, any unsold clothing and accessory items within the five (5) day grace at the expiration of each consignment period. Unsold hardgoods are located and removed from the sales floor, by The White Elephant, Inc. staff, upon expiration of the consignment period. Retrieving Consignors who retrieve unsold items prior to the consignment expiration date must locate and remove their items from the sales floor. There will be no Customer Service Inquiries generated for early retrievals not located by Consignor.
12. The White Elephant, Inc. is not responsible for loss, theft or damage to Consignor goods from any cause whatsoever. Insurance coverage remains the sole responsibility of the Consignor.

Delivery of goods to The White Elephant, Inc. constitutes the Consignor's acceptance of the above stated terms. The Consignor signature on the reverse of this Consignment Agreement constitutes the Consignors acknowledgement and understanding of The White Elephant, Inc.'s sales and consignment policies and procedures.