

**Resale Living**  
**3126 S Minnesota Ave. Sioux Falls, SD**  
**605-929-3103**  
[info@resaleliving.com](mailto:info@resaleliving.com)  
[www.resaleliving.com](http://www.resaleliving.com)

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**MERCHANDISE CONSIGNMENT AGREEMENT** Effective 1/1/2017

1. As Consignor, you will receive **50%** of the selling price. Accepted items will be **consigned for up to 90 days**; or until given notice to pick up. Resale Living will determine pricing based on age, brand, style & condition. **All items will be priced and sold individually**, with few exceptions. (All dining tables & chairs will be sold as sets.)
2. All items may be **discounted up to 20%** after the first **30 days**, then again after **60days**. **Unsold merchandise must be removed within 7 days of notice**, or become the property of Resale Living.
3. Should you choose to have Resale Living continue to try to sell your items after 90 days, a **storage fee** will be assessed and must be finalized before removing items from the store should you choose to pick up rather than donate your items after 90 days.
4. Consignor will receive payment on the 30<sup>th</sup> of the next month following the sale of your items. **Checks will not be mailed for less than \$25**. You may stop at the store to receive cash for lesser amounts, within 3 months of money owed. Checks will be mailed for any amount over \$25. Checks will be considered **VOID** if not cashed within **90 days**.
5. A **fee** will be applied to all items that come into our store **dirty/in need of repairs** and cleaned or repaired by our staff. All charges will be assessed to the Consignor's account.
  - A. Consignor agrees the he or she owns the merchandise brought in for resale and that said merchandise is free and clear of all liens.
  - B. Consignor acknowledges that Resale Living **DOES NOT INSURE** consignor's merchandise and does not assume responsibility for any loss or damage including but not limited to fire, flood, water, theft, natural disasters, or damage caused by another customer.
  - C. Consignor shall indemnify and hold harmless Resale Living against any and all suits, claims, losses, liabilities, costs and/or expenses including attorney's fees arising from or relating to this Agreement.

**Print Name** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Email** \_\_\_\_\_