

SERENITY RESALE

curated consignment

CONSIGNMENT AGREEMENT

Agreement made this _____ (Month) _____ (Day), 20__ by and between

Serenity Resale LLC ("**Serenity Resale**") with the address 101 Spring Street, Ossining, NY 10562. ("**Consignor**") and

SCOPE OF AGENCY:

Consignor appoints Serenity Resale to act as Consignor's exclusive agent for the exhibition and sale of the items identified on a specified List(s) of Inventory. Additional List(s) of Inventory may be incorporated to the contract at any time.

CONDITIONS OF ACCEPTANCE:

Items are accepted for consignment only in new, like-new, or excellent condition. Items must be freshly laundered. Any item with odors, stains, rips, tears, fading, broken zippers, missing or broken buttons, will not be accepted. Consignor represents that they are the sole owner of the items on consignment. Any items that are not accepted upon initial drop-off will be returned to Consignor at that time.

AUTHENTIC ITEMS ONLY:

Consignor represents and warrants that all items consigned are authentic and as described. Serenity Resale reserves the right to reject, remove, or return any items that, upon further inspection, are found to be counterfeit, misrepresented, or in unacceptable condition.

Authentication Disputes: If Serenity Resale determines that an item is likely inauthentic, Consignor will have seven (7) days to provide proof of authenticity (such as receipts, certificates, or brand-verifiable documentation). If no satisfactory proof is provided, Serenity Resale reserves the right to:

1. Return the item to Consignor, who will be responsible for all return shipping and handling costs, OR
2. Permanently remove the item from inventory and dispose of it, if no response is received within seven (7) days.

OWNERSHIP & RISK OF LOSS

Consigned items remain the property of Consignor until they are sold to a third party by Serenity Resale. However, upon physical transfer of the items to Serenity Resale, Serenity assumes possession and control over the items for the duration of the consignment period. Consignor may not pledge, assign, or use the items as collateral while under consignment.

RISK:

While Serenity Resale will take reasonable care in storing, displaying, and safeguarding consigned items, all risk of loss, theft, or damage remains with the Consignor. Serenity Resale assumes no liability for loss or damage due to theft, fire, flood, customer handling, or any other cause, except in cases of gross negligence or willful misconduct.

INSURANCE:

Serenity Resale does not provide insurance coverage for consigned items. Consignors who wish to insure their items must arrange their own insurance policy.

CONSIGNMENT PERIOD:

The Consignment Period is 60 calendar days from the appearance of the items on the Serenity Resale shop floor. After the first 30 days of the Consignment Period, items will be marked down 30%.

At the end of the Consignment Period, any unsold items will be considered “Expired” at which point they will be donated to the store or returned to the Consignor. No payment shall be made to Consignor for Expired items. Expired items **MUST** be picked up in store by Consignor within 14 calendar days of the end of the Consignment Period. **IT IS THE CONSIGNOR’S RESPONSIBILITY TO KEEP TRACK OF ALL EXPIRATION DATES AND TO COMMUNICATE WITH SERENITY RESALE IF THERE WILL BE ANY DELAY IN PICKING UP EXPIRED ITEMS.** Expired items that are not picked up by Consignor within 14 calendar days of the end of the Consignment Period will become property of Serenity Resale and will not be returned to the Consignor.

PRICING:

Serenity Resale has the sole discretion in determining the pricing on all items. The pricing will be a function of market value, condition and current inventory needs. Serenity Resale reserves the right to re-price items at any time.

Promotional Discounts: Serenity Resale reserves the right to apply storewide promotions, discounts, or seasonal sales to encourage sales. Such discounts will not exceed 20% of the list price without prior written notice to Consignor.

PAYMENT:

Consignors will earn a percentage of the pre-tax selling price of an item to be paid upon the sale of such item:

- Thirty percent (30%) for items priced under \$49.99
- Forty percent (40%) for items priced at or above \$49.99

Consignor payouts will be made by check and must be picked up in person by Consignor, or can be redeemed as store credit.

Unclaimed Payments: Consignor must pick up their payments in person. Any unclaimed checks that remain uncollected for six (6) months will be considered void, and Consignor must submit a written request for reissuance. A \$10 check reissuance fee will apply. If a payment remains unclaimed for 12 months, it will be forfeited and treated as store credit.

EARLY ITEM REMOVAL:

If Consignor requests the return of an item before the end of the 60-day consignment period, a handling and administrative fee of \$25 per item will apply. This fee must be paid before Serenity Resale releases the item back to Consignor.

In cases where an item has already been processed, photographed, displayed, or marketed by Serenity Resale, the handling fee is non-negotiable and reflects the costs associated with listing the item for sale.

LIABILITY:

Serenity Resale is not responsible for any loss or damage to the items including but not limited to damage caused by theft, fire, flood, stains, rips, or tears unless such loss is due to Serenity Resale's gross negligence. Consignor acknowledges that normal wear and tear may occur due to in-store customer interactions.

MODIFICATIONS IN WRITING ONLY:

All modifications, deletions, additions or amendments to this Agreement must be in writing and signed by both parties.

LIST(S) OF INVENTORY:

List(s) of Inventory shall include any and all items specified in Consignor's account within Serenity Resale's electronic inventory management system and may be furnished to Consignor upon Consignor's request.

GOVERNING LAW & DISPUTE RESOLUTION:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Dispute Resolution: In the event of a dispute, the parties agree to first attempt good-faith negotiation to resolve the issue. If a resolution cannot be reached, the parties agree to mandatory mediation before pursuing litigation. Any legal action shall be filed exclusively in the courts of Westchester County, New York.

By signing below you confirm that you are 18 years of age or older and authorize Serenity Resale to sell your items on consignment pursuant to the terms described herein.

Consignor Signature: _____ Date: _____

Consignor Name (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (_____) _____

E-mail Address: _____