

ONE-YEAR CONSIGNMENT CONTRACT

ACCOUNT	FIRST NAME	LAST NAME	PHONE	ADDRESS
[[Account]]	[[First Name]]	[[Last Name]]	[[Phone #]] [[Email]]	[[Address 1]] [[Address 2]] [[City]], [[State]] [[Zip]]

1. DESIGNER DIVA, LLC ("DD LLC") ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE LOSS OR THEFT, DAMAGE, OR DESTRUCTION OF ANY ARTICLE LEFT ON CONSIGNMENT. DD LLC pays Consignor 50% of the selling price on sold items. It is Consignor's responsibility to call each month to see if a check will be available on the 21st (or the first work day after the 21st) of the month after which the items were sold. _____ (initials) Consignor is responsible for picking up Consignor check each month. Consignor's check will not be mailed and if lost, DD LLC IS NOT RESPONSIBLE FOR REPLACING THE CHECK. If Consignor cannot personally pick up Consignor's check, Consignor must authorize in writing the person Consignor wishes to designate and their relationship to Consignor to pick up Consignor's check. The designated person must have a valid I.D. A check may be mailed only if Consignor is out of state and calls DD LLC to advise Consignor requests to have Consignor's check mailed for an additional fee of \$2.00 that particular month. All checks will be charged a \$1.50 processing fee and need to be deposited within 90 days of issuance. After 90 days, the check will be considered a donation to Blooming Butterflies, Inc., a Texas non-profit, 501(c)(3). _____ (initials)

A minimum of THIRTY DOLLARS (\$30) must be in Consignor's account to be eligible for a check, fewer than THIRTY DOLLARS (\$30) DOLLARS will be rolled over to the following month's pay out. DD LLC IS NOT RESPONSIBLE FOR YOUR CHECK AFTER YOU PICK IT UP. A \$25 FEE TO REPLACE CHECKS WILL BE INCURRED AND WILL TAKE UP TO 30 DAYS.
 _____ (initials)

2. New Consignor's pay a one-time consignment fee of \$5.00 which could be deducted from 1st paycheck _____ (initials) OR paid up front. _____ (initials)

3. **CONSIGNOR REPRESENTS AND WARRANTS TO DD LLC THAT IT IS THE OWNER OF THE ITEMS OR HAS FULL LEGAL AUTHORITY TO CONSIGN AT DD LLC.**

4. All items placed on consignment must be clean, pressed and on hangers and remain the full one (1) year. Any dispute arising from this Contract resulting in the Consignor picking up such designated item(s) before the end of the Contract period will result in an administration fee of 20% of selling price. All merchandise, without further notice, not sold within one (1) year from the date of system entry, and not previously agreed to being picked up by owner at the time of signing this Contract, automatically becomes the sole property of DD LLC's non-profit partner, Blooming Butterflies. All money additionally owed will be issued at the end of Consignor's consignment per Consignor's request. It is Consignor's responsibility to request a Donation Sheet for any items donated at the end of Consignor's consignment period. Consignor will receive no payment from the sale of any item sold in an expired/donated state. Consignor must give DD LLC a two (2) week notice that agreed upon high-end items will be picked up after 1 year, excluding Saturdays or holidays. After 1 year, items not considered high-end will be donated. _____ (initials)

5. Consignor agrees that DD LLC may donate or discard items that are soiled, torn, broken, or damaged in any way. _____ (initials)

6. **CONSIGNOR HEREBY AGREES TO INDEMNIFY AND FOREVER HOLD DD LLC HARMLESS FROM ANY AND ALL LIABILITY, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEY FEES AND EXPENSES THAT MAY BE INCURRED BY DESIGNER EXCHANGE, LLC OR ANY OF ITS REPRESENTATIVES, EMPLOYEES, VOLUNTEERS OR AGENTS ARISING OUT OF OR IN ANY MANNER RELATED TO THE CONSIGNED ITEMS COVERED BY THIS CONTRACT.**

7. **DD LLC, in its sole discretion, may list consigned items on a computer venue or any other sales venue, whether online or not, if DD LLC determines that the consigned item will be sold for a higher price in that venue.**

In agreement this date: Consignor's Signature: _____ [[First Name]] [[Last Name]]