

1. DESIGNER DIVA RESALE LLC ("DDR LLC") ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE LOSS, THEFT, DAMAGE, OR DESTRUCTION OF ANY ARTICLE LEFT ON CONSIGNMENT. DDR LLC pays the consignor 50% of the selling price on items sold. It is the consignor's responsibility to **EMAIL** each month on OR AFTER the 21st (or the first workday after the 21st) to see if a check will be available for prior month's sales. \_\_\_\_\_ (initials) Consignment check(s) are issued on the 21st of each month for sales made the prior month. Check(s) are held for 90 days and the consignor is responsible for picking up check(s).

Consignment check(s) will **NOT** be mailed and if lost, DDR LLC IS NOT RESPONSIBLE FOR REPLACING ANY CHECK(S). In the event the consignor fails to pick up check(s) after 90 days, check(s) will be donated to charity. NO EXCEPTIONS. If the consignor cannot personally pick up check(s), the consignor must authorize in writing a person(s) to pick up check(s) on their behalf. The designated person must have a valid government issued I.D.

All checks will be charged a \$2.00 processing fee and must be deposited within 90 days of issuing check. After 90 days, the check will be considered a donation to Blooming Butterflies, Inc., a Texas non-profit, 501(c)(3). \_\_\_\_\_ (initials) (tax form available)

A minimum of THIRTY DOLLARS (\$30) must be in the 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. DDR LLC IS NOT RESPONSIBLE FOR YOUR CHECK AFTER YOU PICK IT UP. A \$35 (PLUS BANK FEES) TO REPLACE CHECKS WILL BE INCURRED AND WILL TAKE UP TO 30 DAYS. \_\_\_\_\_ (initials) 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)

2. **CONSIGNOR REPRESENTS AND WARRANTS TO DDR LLC THAT IT IS THE OWNER OF THE ITEMS OR HAS FULL LEGAL AUTHORITY TO CONSIGN AT DDR LLC.** \_\_\_\_\_ (Initials)

3. All items placed on consignment **must be clean, pressed and on hangers (see procedure sheet)** and remain the full SIX (6) months. 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 six (6) months from the date of system entry and priced under \$500 automatically becomes the sole property of DDR LLC's non-profit partner, Blooming Butterflies.

It is the consignor's responsibility to request a Donation Sheet for any items donated at the end of the six (6) month consignment period. Consignor will receive no payment from items sold after the end date of the six (6) month consignment. Consignor must give DDR LLC a two (2) week notice that agreed upon high-end items will be picked up after six (6) months, excluding Saturdays or holidays. After six (6) months, items not considered high-end will be donated. \_\_\_\_\_ (initials) Consignor agrees that DDR LLC may donate or discard items that are soiled, torn, broken, or damaged in any way. \_\_\_\_\_ (initials)

4. **CONSIGNOR HEREBY AGREES THAT DDR LLC HOLDS THE RIGHT TO IMPLEMENT ANY MODIFICATIONS TO THIS CONTRACT AND THE CONSIGNOR WILL BE NOTIFIED OF ALL MODIFICATIONS VIA EMAIL. CONSIGNOR HEREBY AGREES TO INDEMNIFY AND FOREVER HOLD DDR LLC HARMLESS FROM ANY AND ALL LIABILITY, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEY FEES AND EXPENSES THAT MAY BE INCURRED BY DESIGNER DIVA RESALE, 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.**

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

In agreement this date: [[User Field 1]] Consignor's Signature: \_\_\_\_\_ [[First Name]] [[Last Name]]