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Ph: 678-971-4801 [www.browneyedgirlresale.com](http://www.browneyedgirlresale.com)

Please print clearly

**DATE** \_\_\_\_\_

**NAME** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

Your items will be entered into the inventory system and priced. Your signed contract and inventory list will be emailed to you after your items are added to our inventory system. If you add items after the original item list is emailed, we will email an updated inventory list with the additional items.

**PLEASE NOTE – IT IS YOUR RESPONSIBILITY TO CHECK THE EXPIRATION DATE OF YOUR ITEMS. ONCE YOUR ITEMS HAVE EXPIRED, PLEASE NOTIFY BROWN EYED GIRL OF YOUR INTENTION TO PICK UP YOUR ITEMS. PLEASE SEE ITEM 8 IN CONTRACT. IF YOU INTEND TO PICK UP YOUR ITEMS, PLEASE ALLOW FIVE (5) BUSINESS DAYS FOR YOUR ITEMS TO BE GATHERED.**

### Consignment Agreement

**THIS CONSIGNMENT AGREEMENT**, dated as of \_\_\_\_\_, 20\_\_\_\_ (this “Agreement”), is entered into between \_\_\_\_\_ (“Consignor”), and Emerson Holdings, Inc. D/B/A Brown Eyed Girl Upscale Resale, a Georgia Corporation (“Consignee”).

**RETAINED FEES:** Upon the sale of any property, the consignor shall receive 50% of the final selling price of the merchandise, to be paid upon the following month as explained below.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consignment for Resale. All delivery and sale of goods will be on a consignment basis.
2. Consigned Goods. The Consigned Goods are described as follows (please attach additional pages if needed)

\_\_\_\_\_  
\_\_\_\_\_  
(the “Consigned Goods”).

3. Inspection by Consignee. Consignee will inspect the Consigned Goods upon receipt and notify Consignor of any discrepancy with the quantity, condition, or quality of the Consigned Goods (“Nonconforming Goods”).

Any Nonconforming Goods may be returned by Consignee to Consignor at Consignor's cost.

4. Price/ Markdowns/ Payment. Consignee will have the exclusive right to determine the price of the Consigned Goods. Consigned Goods will automatically be marked down 15% after 19 days, 30% after 38 days, and 50% after 57 days. Payment for Consigned Goods sold will be available for pick up at the store on the 16<sup>th</sup> day of the month following the month items are sold.
5. Price Negotiations. I (Consignor) authorize Emerson Holdings, Inc. D/B/A Brown Eyed Girl Upscale Resale (Consignee) to negotiate price for individual items in order to expedite a sale if this box is initialed by Consignor.
6. Term; Termination. Unless earlier terminated, this Agreement shall have an initial term of 75 days commencing on the date of this Agreement. Consignee may terminate this Agreement without prior notice for any reason and return the Consigned Goods to Consignor. After 75 days, consigned goods must be picked up within five (5) days or the consigned goods will be considered donated to the consignee.
7. Title. Consignor will retain title to the Consigned Goods unless and until they are purchased by Consignee at the time of resale to a customer. When Consignee resells the Consigned Goods to a customer, title to the Consigned Goods shall pass from Consignor to Consignee and immediately thereafter from Consignee to the customer.
8. Records. Consignor must keep record of all Consigned Goods delivered to Consignee and sold by Consignee.
9. Representations and Warranties. Consignor represents and warrants that Consignor has the full right, power, and authority to enter into this Agreement and Consignor has the right, title, and interest to the Consigned Goods.
10. Indemnification. Consignor shall indemnify, hold harmless, and defend Consignee and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by Consignee.
11. Entire Agreement. This is the entire agreement between the parties.
12. Notices. All notices must be in writing, addressed to the other party at its address set forth below, and delivered personal delivery, nationally recognized overnight courier or certified or registered mail.
13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.
14. Choice of Law. This Agreement are governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Consignor Signature:** \_\_\_\_\_

**Consignee: Emerson Holdings, Inc. D/B/A Brown Eyed Girl Upscale Resale**

**Consignee Signature:** \_\_\_\_\_