

More Time Consignment Information

Welcome! We are pleased that you are thinking of consigning with us. This document gives you basic information about how consigning works at More Time. Feel free to ask questions of our staff at any time.

We gladly accept consignment items under the following guidelines. These guidelines help to increase the chance that your items will sell. A general rule when considering items to consign is to ask yourself if you would purchase your items if you saw them in the store or if you would buy them from a For Sale or Swap site. We accept men's, women's, children's, baby, & maternity clothing.

- Items must be gently-used or new, in excellent condition, up-to-date, and ready to wear. We prefer high quality, name brand clothing, footwear, and accessories. Items should be no more than 3 years old.
- All consignments must be freshly laundered or dry cleaned and free from odors, hair, and lint. The size label and care instruction tags must be present. We reserve the right to deduct a cleaning fee if your items are not clean upon arrival.
- Any items with rips, tears, missing buttons, broken zippers, pilling, excessive wear, and/or fading will not be accepted.
- Please place any children's outfits together.
- Gently worn, in-style shoes must be clean and have clean soles.
- Accessories and purses will be accepted, but must also be clean inside and out.
- Please place all items neatly folded in a tote or box to bring to consign. We will not accept garbage bags of clothing. Items should be ready to hang for sale so that they may get on the floor as quickly as possible.
- Consignments may not be accepted if inventory is full of like items.
- Unless specified for certain specialty items, any items consigned that do not sell after 90 days will be given a one-week grace period to be picked up if you do not wish to have them donated. After those seven days, they will be donated to local charities in the Greene County area.

These guidelines are in place to facilitate quick full-price sales so that you can get the most out of your items.

You will receive 40% of the proceeds of the sales of your items. More Time carries all overhead and staff costs. All pricing of items will be determined by management, and will be set to be reasonably priced while getting you the best possible return. All items will be marked down 25% after 30 days, 50% after 60 days, 75% after 90 days. One week after the markdown of 75%, items will become the property of the store and will be pulled and donated locally. More Time reserves the right to offer special promotions periodically, in order to encourage sales.

MORE TIME

106 E. STATE ST.

JEFFERSON, IA 50129

Consignment Agreement

Consignor's Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Email:** _____

This Consignment Agreement is made effective as of _____(date) between _____(name) and More Time, of 106 E. State, Jefferson, Iowa 50129.

The parties agree as follows:

1. **RIGHT TO SELL.** _____ (consignor) owns Clothing, Footwear, and/or Accessories ("Consigned items"). In accordance with this agreement, _____(consignor) grants More Time an exclusive right to sell the consigned items under the terms of this agreement. _____(consignor) agrees to deliver to More Time, on consignment, the consigned items. More Time agrees to devote its best efforts to the sale of the consigned items. All sales prices and terms of sale shall be determined by More Time. More Time reserves the right to offer periodic promotions or discounts to encourage sales.
2. **PROCEEDS OF SALES.** More Time will pay to _____(consignor) a portion of the sales proceeds which shall be calculated as follows: 40 percent of the proceeds of consigned items. The amount determined in the previous sentence shall be paid to _____(consignor) on or around the 15th of each month.
3. **TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of More Time until sold or until the end of the 90 day consignment period. At that time, items deemed unsellable may be picked up in the period of one week following the 90 day mark. Items not picked up after 90 day markdown grace period will become property of the store and will be donated to local charities. In special circumstances, property may be returned prior to that cutoff date. (This determination will be made for items such as formal dresses, athletic equipment, and seasonal items. Other items will be considered upon request of the consignor.)
4. **LOSS AND INSURANCE.** More Time shall be responsible for loss or damage to merchandise while it is under the control of More Time. More Time shall maintain insurance in adequate amounts to pay for replacement of the merchandise in the event of such loss or damage.
5. **WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the consigned items by the other party or by a third party.

6. **TRANSFER OF RIGHTS.** This agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this agreement unless the prior written consent of the other party is obtained.
7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and there are no other promises or conditions in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.
8. **AMENDMENT.** This agreement may be modified or amended, if the amendment is made in writing and signed by both parties.
9. **SEVERABILITY.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced so as limited.
10. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
11. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Iowa.
12. **SIGNATORIES.** This agreement shall be signed by _____ (consignor) and on behalf of More Time by _____ (More Time representative). This agreement is effective as of the date first written above.

Consignor: _____

Consignee: More Time, by: _____

Date: _____

Payment will be made on or around the 15th of every month. You may use the following options for payment. Please check below:

_____ Store credit

_____ Pick up check in-store

_____ Mail check

Amendments to contract as agreed upon by both parties, please note date of amendment:

Signed: _____ (consignor) _____ (representative)