

Cleopatra's Closet
Consignment Agreement

This agreement is made between _____ (the "Consignor") and Cleopatra's Closet LLC (DBA. Cleopatra's Closet).

I CONSIGN MY MERCHANDISE FOR SALE
SUBJECT TO THE FOLLOWING:

1. The Consignor and Cleopatra's Closet acknowledge and agree that the Consignor has provided the goods described in the attached inventory list to Cleopatra's Closet for sale on a consignment basis, for the prices indicated, under the terms and conditions of this agreement.

2. **Eligibility** – Consignment services is available to only those individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, consignment services are not available to minors. Further, consignment services are not available to temporarily or indefinitely suspended Cleopatra's Closet consignment services members.

Cleopatra's Closet shall not sell items without first obtaining the written permission of the Consignor (in the form of this signed contract.) By signing this contract the Consignor hereby certifies that he/she has an unencumbered title to all the items listed herein and is entitled to sell same.

Cleopatra's Closet may refuse to accept or represent any item deemed unsuitable for consignment at the sole discretion of Cleopatra's Closet. Cleopatra's Closet may limit the number of items exhibited at one time for optimum Store balance and presentation. **Heavily soiled, broken or ripped items will not be accepted.** Cleopatra's Closet reserves the right to temporarily discontinue accepting consignments at any time.

Consignor guarantees that all consigned items are in operable/wearable condition and can be used for the purpose intended at time of their manufacture. If for any reason an item is deemed unacceptable after the date it was consigned, it will be pulled from retail. Cleopatra's Closet will notify Consignors of pulled items with the date and reason the items were pulled. Any items pulled from retail must be picked up within 10 business days after the end of the Term. There will be no penalty for early removal of pulled items from the consignment agreement.

3. **Agency** – The undersigned Consignor/Consignor hereby agrees to assign to Cleopatra's Closet the rights as the agent for the purpose of sale of the consigned items which may include but not be limited to displaying items and images, descriptions, and Consignor's information in Cleopatra's Closet walk-in store, on Cleopatra's Closet online store, and in marketing and promotional materials, related to Cleopatra's Closet and all associated marketing endeavors. This agreement does not make the store an exclusive agent for any other items in any other venue.

No bartering or private sales of consigned items or items similar to consigned items are permitted within 50 feet of Cleopatra's Closet without the express written permission of Cleopatra's Closet. If the Consignor enters a private agreement to sell the item during the contract Term, Consignor will provide proof of the sale price of the item and pay Cleopatra's Closet an amount equivalent to the commission for the sale price before the item is released to the Consignor. Consignors are encouraged to direct potential customers to Cleopatra's Closet to view and purchase consigned items.

4. **Pricing** – All pricing is decided by the Consignor and agreed upon by Cleopatra's Closet with consideration of the competitive market place and perceived value. The retail purchase price will reflect the net to be received by the Consignor plus the commission to be paid to Cleopatra's Closet. Unless the Consignor is a retailer who also markets and sells these types of items on a regular basis, it is recommended that all items submitted for consignment are priced at no more than 70% of the Market Price.

The following guidelines are suggested when setting prices for consignment items:

- New Market Price – any item that is submitted for consignment by a wholesaler of like items, and has never been used except for fitting purposes. May be marked at 100% of the Market Price.
- New Condition – any item that has never been worn other than for fitting purposes. May be marked between 70% and 100% of the Market Price.
- Like-New Condition – any item has been worn for more than fitting purposes. May show slight wear. Should be marked no more than 70% of the Market Price.
- Used Condition – any item that shows more than slight wear but is still in saleable condition, at the discretion of the Consignor. Must be marked no more than 70% of the Market Price. Condition should be carefully considered when setting a price.

Cleopatra's Closet will not modify item pricing without written agreement from the Consignor. The Consignor may lower the price at any time on any or all of the un-expired consigned items by doing so in writing. A REDUCTION IN PRICE DOES NOT EXTEND THE CONSIGNMENT PERIOD.

5. Discounts – Consigned merchandise will not be eligible for discount on sales. In the event of a store-wide sales event, the Consignor will have the option to reduce prices on their specific items before the sales event. An updated consignment form with the reduced prices noted for each item must be received at least five business days before the sales event for the new prices to be applied.

6. Term – Cleopatra's Closet agrees to use its best efforts to sell the goods for the benefit of the Consignor within 90 days (herein referred to as the "Term"). Any goods Cleopatra's Closet is unable to sell by the end of the Term will be removed from retail. Should the Consignor wish to enter the same items under a new contract for consignment, then the items must be marked with prices at least 30% less than the previously contracted prices unless by agreement with Cleopatra's Closet. Any items not to be submitted in a new contract must be picked up or returned to the Consignor at the Consignor's expense within 10 business days after the end of the Term.

Cleopatra's Closet must be informed of any changes to the Consignor's contact information immediately. Every effort will be made to contact Consignor at the end of the Term to coordinate the return of any unsold items. If the items are not picked up within 10 business days after the end of the Term, items will be moved to storage and held for a period of 60 days from the end of the Term. Consignor will be required to pay any storage fees that may have accrued during this period in order to reclaim items. After 60 days all unclaimed items are considered abandoned by the Consignor and will become the property of Cleopatra's Closet. The Consignors waives and relinquishes all claim to abandoned items and/or the proceeds thereafter should such an event occur.

7. Sales – No "sales on approval" or "on credit" or "on installment" shall be made. Payment by a customer for the sale of a consigned item must be made in full at the time of the sale. Items will remain on the premises of Cleopatra's Closet until either the contract Term is complete or the item is sold. All sales of consignment items will be final.

8. Commission – Cleopatra's Closet agrees to accept a **non-refundable** commission, in full payment for its performance under this agreement, an amount equal to 20 % of the retail sales price of each sold item, exclusive of any sales tax.

In exchange for the commission, Cleopatra's Closet will handle all transactions, including payment of credit card fees; display for retail, which includes payment of vending fees if applicable; and shipping and handling to customers.

Consignor DOES / DOES NOT authorize Cleopatra's Closet to display consigned items for retail at vending events off the Premises. (Please initial here: _____)

9. Payment – Cleopatra's Closet shall pay the Consignor all proceeds due to the Consignor, less commission. The Consignor agrees that payment for property sold will be issued in check form. All checks will be mailed by the 15th of the month following the sale of an item during the prior month. Only one check will be issued per month, checks are NOT re-issued for any reason without proof of good cause. Checks will be made out to the name listed on this Consignment Agreement and mailed to that address. It is the Consignor's responsibility to notify Cleopatra's Closet of any changes to the listed information.

The Consignor agrees to cash all Cleopatra's Closet checks within 90 days of the date of issue and authorizes Cleopatra's Closet to stop payment or otherwise render non-negotiable any checks issued and not cashed within 90 days of issue. If payment is stopped on any check or any check is otherwise rendered non-negotiable 90 days after issue, the Consignor waives and relinquishes any claim to such proceeds thereafter.

10. Ownership – Cleopatra's Closet owns all rights to the domain(s), images, text, programming, and usage of the online store and publicity materials. No part(s) may be reproduced in any way, including digitally, without the prior written permission of Cleopatra's Closet.

The Consignor retains ownership and responsibility of each consignment item until it is sold, at which time ownership will transfer directly to the customer who purchases the consigned item.

11. Warranty/Insurance – All sales of consigned items will be considered final in AS-IS condition. Cleopatra's Closet will take no responsibility for any item that is sold after it has left the premises. Cleopatra's Closet cannot buy insurance for inventory it does not own. Cleopatra's Closet has installed a store-level security system; however this does not provide item by item security. In addition, some wear is expected when showing items in a retail situation for sale. Cleopatra's Closet will take all reasonable precautions, but will not be responsible for loss of or damage to consigned items. The Consignor hereby agrees not to hold Cleopatra's Closet or its officers, employees or agents responsible for consigned articles that are lost, stolen, or damaged by any cause whatsoever. Items should be insured by the Consignor for their full value before entering this agreement.

12. Statement of Account – A statement of account will be given to the Consignor upon request and/or at the conclusion of the contract period and with payment of sold goods. The statement of account will be sent via First Class Mail, except when requested by Consignor prior to the end of the Term and not accompanied by payment in which case the statement of account may be sent via electronic mail.

13. Early Termination – The Consignor may withdraw any unsold items from consignment before the end of the Term by submitting a request in writing and paying a handling charge of __\$20 or 5% of the original price__ per item, whichever is less. A request to remove any items from consignment prior to the end of the contract Term shall not be construed as a request to terminate the entire contract unless it is specifically requested in writing. No handling charge is due for any unsold items withdrawn after the end of the Term. Return packing and shipping charges, insurance costs, and other handling expenses are the sole responsibility of the Consignor. Pick-up arrangements may be negotiated.

Cleopatra's Closet reserves the right to remove any items from the Store as deemed necessary without explanation by written (and/or e-mail) notice to the Consignor. Consignor is responsible for all return shipping and handling expenses if items are returned to Consignor. If Consignor chooses to arrange to pick up an item, there will be no handling charge.

14. Inventory – Items shall be inventoried at the Store unless otherwise arranged. Consigned items may be temporarily transported to various locations for display, photography and/or other marketing activities. It is the responsibility of the Consignor to obtain a copy of his/her item list from Cleopatra's Closet. The Term expiration date is listed on the signed consignment contract. Corrections and/or changes to information on any consigned item may be accepted in writing once the item has been accepted.

15. Publicity and Promotion – By entering this agreement, the Consignor has indicated permission for Cleopatra's Closet to use items to publicize Cleopatra's Closet and / or the Consignor, including but not limited to use in catalogs, opening invitations, advertisements, fliers, handbills, posters, media releases, or in the online store. Cleopatra's Closet will use its best efforts to promote the sale of items for Consignor. Consignor agrees that Cleopatra's Closet has the right to display items in their physical store, online store, or at vending events. Cleopatra's Closet will ensure that the Consignor is appropriately identified upon request by any potential customer as it relates to any consigned item if the Consignor has indicated that such information can be shared.

Consignment items may be listed in our online store for an initial setup fee of ___\$5___ per item. There is no monthly fee or any other additional fees. Cleopatra's Closet will use text descriptions, graphics and pictures supplied by the Consignor to create the online listing. The primary photo supplied for the listing must be of a quality suitable for display in the online store. The online store fee is due regardless of whether or not the item actually sells.

16. Expenses – No costs will be incurred by either party in the name of the other party without written consent from the party liable for the costs. Return packing and shipping charges, insurance costs, other handling expenses and risk of loss will be the sole responsibility of the Consignor. There is a return packing charge of \$5.00 to cover the cost of shipping supplies. Pick-up and/or delivery arrangements may be negotiated.

17. Seller Information – Seller must provide adequate information to Cleopatra's Closet such that a Cleopatra's Closet may be able to contact the Consignor at any time. Cleopatra's Closet shall not be held responsible for inadequate, incomplete, or incorrect Consignor contact or listed item information. Consignor will indicate as part of the consignment application whether Cleopatra's Closet may provide potential buyers with listed information and the name of the Consignor.

18. Buyer Information – Any sales transaction information including but not limited to names, addresses, and e-mail of the purchasers become the sole property of Cleopatra's Closet.

19. Revocation of Contract – Without limiting any other remedies, Cleopatra's Closet may suspend or terminate the Consignor's account if Consignor is found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with Cleopatra's Closet.

Without limiting other remedies, Cleopatra's Closet may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate consignment services to Consignor: (a) if Consignor breaches this Agreement or the documents it incorporates by reference; (b) if Cleopatra's Closet is unable to verify or authenticate any information provided by Consignor; or (c) if Cleopatra's Closet believes that the Consignor's actions may cause legal liability for Consignor, Cleopatra's Closet, or customers of Cleopatra's Closet.

Cleopatra's Closet reserves the right to temporarily or permanently revoke the Consignors consignment privileges. Revocation of these consignment privileges may be done if the potential Consignors, their family, or friends actions on behalf of the Consignors verbally abuse, verbally/physically offend, or harass Cleopatra's Closet personnel for any reason and/or misrepresent items for consignment.

20. Indemnity – Consignor agrees to indemnify and hold Cleopatra's Closet and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Consignor's breach of this Agreement or the documents it incorporates by reference, or Consignor's violation of any law or the rights of a third party.

21. Legal Compliance – Consignor shall comply with all applicable laws, statutes, ordinances and regulations regarding Consignor’s use of this service and listing, purchase, solicitation of offers to purchase, and sale of items. This agreement shall be governed by the laws of the state of Virginia and in accordance to Cleopatra’s Closet consignment regulations. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

This agreement, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. All modifications, deletions or additions to this agreement must be in writing and signed by both parties.

22. Disputes – Should any disputes arise concerning any matter referred to in this contract, the dispute will be resolved by binding arbitration, in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16. Any arbitration will occur in Fairfax County. It is the sole responsibility of the Consignor to provide Cleopatra’s Closet with current contact information including mailing address, phone and e-mail address.

23. Notices – Except as explicitly stated otherwise, any notices shall be given by US Postal Mail to Cleopatra’s Closet PO BOX 523694, Springfield VA 22152. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Cleopatra’s Closet. In such case, notice shall be deemed given 3 days after the date of mailing.

PLEASE READ CAREFULLY AND SIGN AND DATE BELOW: I, by affixation of my signature hereto, do certify that I have read this Consignment Agreement and understand and agree to the terms and conditions herein. I further certify that I am the possessor of all rights to the items being submitted for consignment and that I authorize Cleopatra’s Closet to display images and descriptions of these items on any associate promotional materials or on the Cleopatra’s Closet online store.

_____	_____
(Consignor Name – Please Print)	(Signature and Date)
_____	_____
(Mailing address, include Apt #)	(Phone, include area code)
_____	_____
(City, State, and Zip code)	(Email address)

PLEASE NOTE: NO SUBMISSIONS WILL BE ACCEPTED WITHOUT THE ORIGINAL SIGNED COPY OF THIS AGREEMENT AND COMPLETED SUBMISSION INFORMATION. PLEASE RETAIN COPIES OF THE SAME FOR YOUR RECORDS.