

Resale Living
3126 S. Minnesota Ave.
605-929-3103
www.resaleliving.com

MERCHANDISE CONSIGNMENT AGREEMENT Effective 7/28/2025

1. As Consignor, you will receive **50%** of the selling price. Accepted items will be **consigned for up to 90 days**; or until given notice to pick up. Resale Living will determine pricing based on age, brand, style & condition. **All items will be priced and sold individually**, with few exceptions. (All dining tables & chairs will be sold as sets.)
2. All items may be **discounted 15%** after the first **30 days**, then again after **60 days**. **Unsold merchandise must be removed within 7 days of notice**, or become the property of Resale Living.
3. Should you choose to have Resale Living continue to try to sell your items after 90 days, a **storage fee** of 10% per month will be assessed and must be finalized before removing items from the store should you choose to pick up rather than donate your items.
4. Consignor will receive payment on the 30th of the next month following the sale of your items. **Checks will not be mailed for less than \$25**. You may stop at the store to receive cash for lesser amounts, within 3 months of money owed. Checks will be mailed for any amount over \$25. Checks will be considered **VOID** if not cashed within **90 days**.
5. A **fee** will be applied to all items that come into our store **dirty/in need of repairs** and cleaned or repaired by our staff. All charges will be assessed to the Consignor's account.
 - A. All Items consigned **MUST be REMOVED** from any and all other sources of advertising. Should consignor sell consigned item on their own while items are in our store, Resale Living shall collect 50% of the selling price by consignor.
 - B. Consignor agrees that he or she owns the merchandise brought in for resale and that said merchandise is free and clear of all liens.
 - C. Consignor acknowledges that Resale Living **DOES NOT INSURE** consignor's merchandise and does not assume responsibility for any loss or damage including but not limited to fire, flood, water, theft, natural disasters or damage caused by another customer.
 - D. Consignor shall indemnify and hold harmless Resale Living against any and all suits, claims, losses, liabilities, costs and/or expenses including attorney's fees arising from or relating to this Agreement.

Print Name_____ **Date:**_____

Address_____ **Phone:**_____

City_____ **State**_____ **Zip**_____

Signature_____ **Email**_____