



## CONSIGNMENT AGREEMENT

**READ THESE TERMS AND CONDITIONS BEFORE SIGNING THIS CONTRACT ON Page 2**

### ITEMS FOR CONSIGNMENT:

1. Saddles, bridles, bits, harnesses, books, pictures, and other equine related items and equipment, (No clothing except chaps, half chaps, safety vests, cowboy gear) may be accepted for consignment. Items not in good and clean condition shall not be accepted for consignment.
2. 3C Tack shall determine the acceptability of all items, and has the right to refuse or return any item to Consignor.
3. Items deemed to be of sales value of less than \$10 will not be consigned: 3C Tack may accept donations of some lower value items and will either sell them to their benefit, or donate them to charity.
4. Helmets, dry rotted leather/strap goods, dangerous tack and used brushes are not accepted for consignment.

### PROCEDURE:

1. Consignments may be accepted by chance or by appointment.
2. Consignors sending potential consignment items by mail, or other means have the option, when such items are deemed unacceptable by 3C Tack, of having items returned to Consignor, at Consignor's expense. Consignors, who won't pre-pay for return freight charges, forfeit all right, title and interest in such items, which shall be disposed of in the sole discretion of 3C Tack.
3. Consignor shall receive a copy of the signed Consignor Contract, an Item List of all consigned items.
4. A new Consignor Contract shall be signed each time any new item(s) is/are consigned.
5. At the time of each consignment, Consignor shall choose a payment method of either 3C Tack Store Credit or Check, minus applicable fees and commissions. Failure to designate a payment method on the front of this contract, shall result in payment in the form of 3C Tack Store Credit.
6. Unless specified by Consignor, 3C Tack shall determine pricing on all consigned items.
7. For a consigned saddle: With guidance by Consignor, a selling price and a "negotiable to" minimum selling price shall be established at the time of consignment. 3C Tack, in its sole discretion, shall negotiate the purchase price for consigned saddles, on behalf of Consignor, down to the specified minimum price.
8. Unsold goods other than saddles may be picked up prior to the Contract expiration date.
9. Saddles may be re-consigned after expiration of a Consignor Contract.
10. All articles are consigned for a period of six months/180 days. Consignee reserves the right to discount unsold items (other than saddles); after two months unsold articles will be discounted 25%, after 4 months 50%, of original asking price.
11. Any unsold item that remains in 3C Tack's possession ten days after expiration of the Consignment Contract becomes the property of 3C Tack and may be disposed of as 3C Tack sees fit, including but not limited to donation to a charity.

### NOTICE TO CONSIGNOR:

Prospective purchasers may take items out for trial and may test-ride saddles. CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER 3C Tack, its officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned goods. 3C Tack shall use all conventional safeguards in the handling and displaying of consigned goods but has no legal responsibility for items left on consignment.

### PAYMENT:

1. Upon sale of a consigned item, 3C Tack Store Credit shall be issued promptly to 3C Tack store account. A check for items sold shall be issued the month following sale, if Consignor specified payment by check. 3C Tack Store Credit for consigned items expires fourteen (14) months after the date posted. Consignor is solely responsible to track the expiration date of Consignment Contracts and any store credit.
2. 3C Tack will collect a **20% commission on saddles** and a **30% commission on items other than saddles**.

# 3C TACK & Things

At Chevallier's Arena

4020 Dryden Road, Peachland, BC, V0H 1X2

[www.ChevyEquine.com](http://www.ChevyEquine.com)

[ChevyEquine@gmail.com](mailto:ChevyEquine@gmail.com)

250-718-2761

CONSIGNOR # \_\_\_\_\_

DATE CONSIGNED \_\_\_\_\_

CONSIGNOR'S NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ TOWN \_\_\_\_\_

EMAIL: \_\_\_\_\_ PROV. \_\_\_\_\_ PC \_\_\_\_\_

ITEM#	ITEM DESCRIPTION	SIZE	COLOR	ASKING PRICE	MINIMUM PRICE	SALE PRICE	PAID
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

PAYMENT TERMS: Cheque: \_\_\_\_\_ Store Credit: \_\_\_\_\_ (Please check one option)

NOTES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contract terms relating to consignment procedures, mutual responsibility, and payment are set forth in the detail on the back of this 3C Tack Consignment Contract.

Signing this Consignment Contract signifies you have read and accept the terms and conditions on page 1 of this binding legal agreement.

CONSIGNOR'S Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED by/Consignee: \_\_\_\_\_ DATE: \_\_\_\_\_