

RELICS ESTATE SALES + CONSIGNMENTS

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 20____ by and between **RELICS ESTATE SALES COMPANY, LLC** located at 53 Persimmon Street, Suite #103 Bluffton, SC 29910 (the "Premises") (the "Consignee") and _____ (the "Consignor");

1. CONSIGNOR'S CONTACT INFORMATION.

Consignor's Address: _____
Phone Number: _____
Email Address: _____

2. TERM.

The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement. The Consigned Items will be accepted for a ninety (90) day consignment period, starting from the day they are placed on the sales floor. All Consigned Items that by their nature are related to any holiday (a "Holiday Item") will have a sixty (60) day consignment period. Any Consigned Item that is jewelry will have a one hundred eighty (180) day consignment period until the items are deemed unsellable. Upon the expiration of a Consigned Item's consignment period, this Agreement shall automatically terminate.

Upon the termination of this Agreement, Consignor will retrieve Consignor's Consigned Items within ten (10) days. If Consignor fails to retrieve the Consigned Items within ten (10) days after this Agreement has terminated, the Consignee reserves the right to dispose of the Consigned Items as the Consignee sees fit. Consignor further agrees that Consignor will not pursue any action, legal or otherwise, against Consignee if Consignee disposes of the Consigned Items pursuant to the terms set forth in this Section 3.

INITIAL: _____

3. PRICING.

The Consignee will set the price on all Consigned Items that are displayed in the Premises (the "Starting Price"). These prices will be reduced via a preset markdown schedule. The price of the Consigned Item will be reduced by up to ten percent (10%) every thirty (30) days. The Consignee may also conduct sales and promotions that effect the price of Consigned Items as the Consignee sees fit, and the Consignor agrees that the Consignee may reduce the price up to 30% in order to secure a sale without specific consent from the Consignee. In such negotiations, reduction of price greater than 30% of the then-current price is prohibited without the specific consent of the Consignor.

4. CONSIGNMENT FEE & PAYMENT OF PROCEEDS.

The Consignee shall be entitled to fifty percent (50%) of the full purchase price of the Consigned Items (the "Consignment Fee").

The Consignee will notify the Consignor as soon as possible of the sale of Consigned Items at prices greater than \$200, and shall do so within ten (10) business days from the date of the sale of the Consigned Items. The Consignee may deliver to the Consignor notice of the sale price of the Consigned Items less the Consignment Fee via email, letter, or telephone call (the "Notice of Sale"). Proceeds will be paid to the Consignor once per month via a check sent to the Consignor. Alternately, upon Notice of Sale, the Consignor may choose to retrieve their proceeds in person on the Premises after first giving Consignee notice of such intention.

INITIAL: _____

5. RECLAIMING OF CONSIGNMENT ITEMS.

The Consignor may reclaim the Consignor's Consigned Items at any time prior to the end of the Consigned Item's consignment period described in Section 3 above subject to a restocking fee of the lesser of thirty percent (30%) of the Starting Price or \$50. This restocking fee must be paid prior to the Consignor leaving the Consignee's Premises with the Consigned Items.

6. MOVING EXPENSES.

The Consignor shall bear the expense for delivery of the Consigned Items to the Consignee and all liability for loss or damage during such shipment. If Consignee is to retrieve Consigned Items from the Consignor's premises, a moving fee of either \$35, or actual costs if the size and volume of the Consigned Items to be picked up requires truck rental and/or the hiring of moving helpers. In the event a higher amount is incurred, Consignee will provide consignor with receipts for all costs incurred.

INITIAL: _____

7. INTERNET SALES.

The Consignee may determine the Consigned Items will sell at a higher value or more quickly in the Consignee's eBay store on the internet. The Consignor hereby authorizes such sales unless Consignor specifically states to the contrary upon execution of this agreement.

8. INSURANCE/CONSIGNOR REPRESENTATION

All items consigned with the Consignee remain the property of the Consignor. While all reasonable efforts will be made to keep consigned items clean and safe from damage, the Consignor is not liable for any loss or damage to the Consigned Item. The Consignor hereby represents and warrants that the Consignor holds full lawful title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items and

hereby indemnifies the Consignee from liability from any third party claiming a right to the Consigned Items.

9. APPLICABLE LAW/ENTIRE AGREEMENT/ATTORNEY FEES/COUNTERPARTS

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of South Carolina and subject to the exclusive jurisdiction of the federal and state courts located in Beaufort County, South Carolina. This Agreement embodies the entire agreement between the parties, and there are no oral or written agreements between the parties, nor any representations made by either party which are not expressly set forth herein. Any prior or contemporaneous agreement or letter of intent, if any, between the parties shall be and is hereby merged herein and shall have no force and effect. In the event of any litigation or arbitration between the parties herein concerning this Agreement, each party shall pay its own attorney's fees and court costs. This Agreement may be executed simultaneously in two or more identical counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. CONSIGNED ITEMS.

Following is a list of Consigned Items. If additional space is needed an exhibit can be attached hereto and by reference be made a part hereof:

IN WITNESS WHEREOF, this Agreement has been executed, delivered, and agreed by
Consignor and Consignee.

CONSIGNOR:

Date: _____

CONSIGNEE: RELICS ESTATE SALES COMPANY, LLC

By: _____
Date: _____
Title: _____