

# Mosh Posh

## Consignment Terms & Conditions

Consignor authorizes Mosh Posh to sell all or any portion of the items consigned in accordance with the below terms and conditions:

**Condition of Items** – Items that are accepted must be in excellent condition and authentic with no defects which include tears, stains, pulls, or holes. All items must be in ready to sell condition, clean and/or dry cleaned, and dropped off on hangers. Mosh Posh reserves the right to charge Consignor for any labor or out of pocket cost associated with cleaning, pressing or steaming any items.

**Pricing of Items** – We encourage our consignors input when pricing items but Mosh Posh has final authority on the selling price. If consigner wishes to have a minimum amount they would like to receive for an item then that needs to be disclosed up front prior to consigning the items (select items). If available, please bring any and all receipts or tags when consigning so we can more accurately price your items. Mosh Posh reserves the right to reduce the price of any article at our own discretion without the consent of the consignor. Mosh Posh advertises different types of promotions and discounts in order to increase the likelihood of Consignors items selling which may or may not affect the final selling price of Consignors item.

**Consignment Term** – The full consignment period is 90 days. If items are retracted by the consignor prior to the completion of the full consignment period, the Consignor is subject to a fee equal to 25% of the current selling price. All items are subject to regularly schedule markdown periods occurring at 30 day intervals from the initial date of consignment or at any time per the discretion of Mosh Posh. Typical markdowns include 20% - 25% off of the starting price every 30 days till the expiration of the term. All merchandise not sold within the 90 day consignment period and not claimed within five (5) days following the end of the consignment period will become the property of Mosh Posh and/or donated to a local charity of our choice. It is your responsibility to contact us within the five (5) business days of the expiration of your consignment term to pick up your items.

**Proceeds from the Sale of an Item** – Consignor will receive a payment in the amount of 50% - 70% of the final selling price when any of their items are sold during the Consignment Term. Proceeds will be disbursed to Consignor in person at the Mosh Posh store anytime after the 10th of each month following the sale of an item from the previous month. If you are located outside of the immediate Tampa Bay Area then a check will be mailed to the Consignor on the 15<sup>th</sup> of each month following the sale of an item, if requested. If check is not picked within 90 days from the date the check is cut then Consignor forfeits that amount.

**Risk of Loss** – Consignor acknowledges that Mosh Posh assumes no liability for loss, destruction or damage of any kind to the consigned items. Consigner agrees to leave all items at his or her own risk.

**Indemnification** – If any item provided to Mosh Posh for resale by the Consigner is found to be counterfeit or if Mosh Posh incurs any liability as a result of the sale of such an item, the consigner agrees to indemnify Mosh Posh for any damages including any and all judgments, liens, fines, etc. By signing this agreement you warrant that your items are 100% authentic.

**Online Tracking** - Online tracking is now available to our Consignors in order to stay up to date with which items have sold or are left to sell during your consignment period. Visit [www.mymoshposh.com](http://www.mymoshposh.com) to track your items. The amount you see is your split that you will receive. Actual check amount owed to consignor may or may not be different then what is specified online.

This agreement may not be modified by consignor unless in writing and signed by both parties.  
I have read, and hereby acknowledge my agreement to the terms and conditions of this contract.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Consignor Signature: \_\_\_\_\_

Date: \_\_\_\_\_