

Hilltop Consignments

2022 Consignment Agreement for In-Store & Online Items
6 Hilltop Rd, Mendham, NJ * (973) 727-6094 * ilovehilltopconsignments@gmail.com

Welcome! Thank you for consigning with us; we look forward to creating an extraordinary partnership with you as the Consignor. Here are the terms of the Hilltop Consignment (Consignee) process:

1. **Consignment is by appointment only and there is a \$15 annual fee that will be deducted from your account after the first transaction.** During the appointment, we will select the items we believe our customers will buy. Sometimes there will be items we cannot accept. Please understand that our customers' preferences must be our selection guidelines. We greatly appreciate laundered, wiped down, and/or items free of pet hair. A charge of \$3 per item will be applied to items as a cleaning fee.
2. Consignor warrants that he or she is the sole legal owner of the property to be sold. (If property is jointly owned with another person, both persons will have to sign.) Consignor further warrants the description of the item(s) and any representation made about the item(s) is/are true and correct to the best of his/her knowledge.
3. We will display your items for 90 days. We do our best to sell your items at full price, but the selling price may be reduced on or about day 20 and again on or about day 40. At the end of a selling season, your items may be marked down further as part of a promotional sale. If the item is not claimed by the end of the 90 day consignment period, it becomes the property of Hilltop Consignments.
4. Some of your items may remain unsold at the end of 90 days. If you would like to retrieve these unsold items, you must notify us on or before the 90th day of consignment. Call or email us, and we will pack them up for you. Unsold, un-retrieved items become the property of Hilltop Consignments to be disposed of at our discretion.
5. For items that are listed and sold online through eBay, Mercari, Poshmark, Facebook Marketplace, and/or on any other online platform, the item will run the full auction and/or Best Offer course until it is sold to the highest bidder. **Consignor may not withdraw an item after it is sold, or within the last 24 hours of the auction under any circumstances.** Consignee agrees to take all reasonable steps in taking responsibility for the loss or damage and safekeeping of the items and will ensure they are packed and shipped properly to the eventual buyer.
6. Both parties agree that any dispute arising under this agreement will be settled by binding arbitration according to the rules of the American Arbitration Association. This agreement is signed in, and will be interpreted in and subject to, the laws of the State of New Jersey.
7. Hilltop Consignments agrees to pay **50% of the final value amount for items sold, after the \$15 annual fee has been deducted from the account.** We will maintain an account for our consignors, however, it is the consignor's responsibility to contact Hilltop Consignments concerning the status of their account. **Any money earned on your consignments can be used as a store credit towards any purchases in store.**
8. Hilltop Consignments reserves the right to make policy changes at any time.

I have read the above terms and agree with them:

Name: _____ Phone Number: _____

E-Mail: _____

Signed: _____ Date: _____