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Cincinnati, OH 45209  
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info@shoplegacies.com  
www.shoplegacies.com

**Account Number**  
\_\_\_\_\_

Consignor \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Preferred Phone \_\_\_\_\_

E-Mail \_\_\_\_\_ Other Phone \_\_\_\_\_

The Consignor specified above and Legacies agree to the following terms and conditions of this contract.

1. Legacies operates as a resale shop for the benefit of Cancer Support Community, a charitable organization exempt from income tax pursuant to Section 501(c)(3) of the Internal Revenue Code.
2. Legacies will accept merchandise for consignment BY APPOINTMENT ONLY. ITEMS DROPPED OFF WITHOUT APPOINTMENT ARE CONSIDERED DONATED. CONSIGNOR IS RESPONSIBLE FOR ITEMS BEING LISTED AND LABELED WITH NAME AND ACCOUNT NUMBER. ITEMS MUST BE OF GOOD CONDITION, CLEAN AND, AS APPROPRIATE, IN WORKING ORDER. Failure to comply may result in items being considered donated.
3. Legacies has the authority to establish the selling price for consigned merchandise. Price expectations should be expressed at time of appointment. Legacies may reduce the selling price of any item at any time without prior notice to the Consignor. Reductions include, but are not limited to: coupon redemption, scheduled reductions, and sale events. Selling prices automatically reduce by 15 percent (15%) thirty (30) days after being ticketed and this reduced price remains in effect until the end of the Consignment Period.
4. Legacies will retain the merchandise on consignment until it is sold, or for not less than the Consignment Period. The Consignment Period shall be 60 Days for all items. The Consignment Period begins on the initial date indicated on the price ticket. The consigned item will be placed on the sales floor on or before the initial date indicated on the price ticket.
5. The Consignor retains the right to reclaim unsold items at any time during the Consignment Period. If the Consignor does not want to donate or does not want the price to be reduced, it is Consignor's responsibility (with proper ID) to find the items on the sales floor, work with a staff member to remove the price tags and have the items removed from inventory.
6. Any item not sold at the end of the Consignment Period will be considered donated.
7. Items not accepted for consignment shall be taken back at appointment time or they will be considered donated.
8. Furniture initially priced at less than \$25, jewelry initially priced at less than \$15 and other items initially priced at less than \$10 will automatically be considered donated and not consigned.
9. Legacies provides insurance for items priced at \$1,500 or greater. All other consignments are at the Consignor's own risk. Legacies is not responsible for loss or damage caused by fire, water, vandalism, theft, or negligent handling by customers.
10. Upon sale, Legacies will retain 50 percent (50%) of the selling price, excluding sales tax. The Consigner will be reimbursed for the remaining 50 percent (50%) of the selling price, less handling or item fees. Handling fees include bank and credit card expenses, and necessary additional surcharges for moving, cleaning, repairs, postage and fees for mailing Consignor checks. The schedule of fees is available on request.
11. Consignor checks are issued monthly for all items that have sold during the preceding month. Checks will be mailed to Consignors on or about the 7<sup>th</sup> day of the month.
12. Legacies will not reissue checks dated 12 months or more prior; uncashed checks over 12 months will be submitted to the State of Ohio Unclaimed Funds.
13. The Consignor is responsible to notify Legacies of any change in account information i.e., mailing address, telephone number or email address.

I accept these terms and conditions.

Date \_\_\_\_\_

\_\_\_\_\_  
Consignor's Signature

\_\_\_\_\_  
Legacies' Representative Signature