



Fresh life for good gear. Start YOUR Legacy!

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

Name: \_\_\_\_\_ Consignor #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

## Consignment Agreement

### **Acceptance of Merchandise**

Consignment goods are accepted during normal business hours. Consignors must be 18 years of age or older unless a parent/guardian is present to open an account. ReSport will enter each item consigned by Consignor into our database. All merchandise is subject to the terms of this Agreement. Consignor agrees that ReSport may not accept all items of merchandise for sale, and that such decision is at ReSport's sole discretion. Merchandise should be gently used, clean, and free of rips, tears or other defects. All items must be clean, of good quality, and in good repair. Items with missing parts, non-functioning or outdated equipment, or gear beyond its usable life will not be accepted. Please drop off items in a bag or box labeled with your name. Large items must have your name clearly marked. We will inspect items when time permits and will donate any unsellable items without further contact. We WILL NOT ACCEPT center-fire weapons, or weapons we do not feel comfortable selling or are legally able to sell.

### **Sales Proceeds**

Consignor may suggest an asking price for each piece of merchandise, or ReSport may set the price based on our experience with similar goods. We will always strive to get you the best price possible for your items. In the case of large ticket items, we will comparison shop online sites to get fair and accurate pricing for your goods. Consignor will receive payment for merchandise that is sold as follows:

#### Original Asking Price

\$0 – \$99.99

\$100.00 - \$299

\$300.00 - \$599

\$600 +

#### Consignment Value

Consignor receives 40% of the sale

Consignor receives 50% of the sale

Consignor receives 60% of the sale

Consignor receives 70% of the sale

All proceeds will be calculated after an appropriate reduction for actual sales tax. Payment will be made by check or store credit, whatever the Consignor chooses. If Consignor chooses to receive store credit, an additional 10% bonus will be added on the net proceeds for the Consignor.

### **Price Reduction**

After 30 days, ReSport may, at our sole discretion, reduce an item's price by 10% of the original asking price. After 60 days, Resport may reduce an item's price by 20% of the original asking price.

### **Time Limit**

All items have up to 90 days to sell once consigned. You are solely responsible for picking up any unsold items on or before the 90-day expiration date. All merchandise that is not retrieved by you on or before 90 days after the date of consignment will become the sole property of ReSport and we may donate such items at our discretion.

### **Payment**

It is the consignor's responsibility to keep track of the sales status of merchandise. Consignors are welcome to call or stop by during business hours and we will look up your account. Payment is available upon request and checks will be valid for 90 days from print date. Checks will only be mailed to locations outside of Pagosa Springs, and only upon consignor's request. To have a check available when you arrive, please call 970-731-6900 and request a check written or email [resportllc@gmail.com](mailto:resportllc@gmail.com). We will have a check written and at the store for you to pick up within 24 hours. It is the consignor's responsibility to claim their proceeds within 90 days of the sale of the item. Proceeds that are unclaimed after 90 days will be transferred from cash/check to in-store credit (including the 10% bonus).

### **Limitation of Liability**

We do our best to care for the items in our store to the best of our ability, but you, as a consignor, agree to hold harmless and release ReSport from any liability for loss or damage of any kind to merchandise while in our possession, including loss or damage caused by our own negligence or intentional acts. ReSport cannot guarantee that merchandise will sell, regardless of condition or sale price, and we assume no liability for pricing an item on behalf of the consignor or providing a pricing opinion to the consignor.

I certify that I have read all of the above terms and agree to comply with them. I certify that I have legal ownership of all goods that I have presented for sale, today, or at any other time in the future.

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

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