

## ALPENGLOW ADVENTURE SPORTS CONSIGNMENT AGREEMENT

### Seller Information

Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

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

My signature below indicates an understanding and acceptance of this Consignment Sales Agreement between myself and Alpenglow Adventure Sports.

1. All items are consigned at the seller's risk. Alpenglow agrees to sell items on your behalf and, upon sale of item, give you 65% of the selling price as store credit to be used at any Alpenglow Adventure Sports Store, it can not be used for services with Acadia Mountain Guides. If you would rather have a check, you will receive 55% of the selling price.
2. An Alpenglow Adventure Sports customer account will be made for you when you sign up as a consignor.
3. Checks are made available for pick up at Alpenglow in Bangor and accounts are reconciled with store credit on the second Monday of each month.
4. The term of consignment is 90 days, upon which unsold items will be pulled from the racks and returned to the consignor. We ask that unsold items be picked up within 2 weeks of notification. Items remaining in the store one month after notification become the property of Alpenglow Adventure Sports and will likely be donated to charity.
5. There is a limit of 10 items per seller at any given time.
6. Alpenglow is not responsible for reimbursement of lost, stolen, or damaged gear. In the unlikely event that your item(s) become lost or stolen, the situation will be dealt with on a case-by-case basis. Compensation will never exceed the above terms (65% of asking price in a store credit, or 55% of asking price in cash).
7. Any accumulated cash or credit owed to the seller must be picked up or used within one year or will be forfeited.
8. You are selling the item's in good faith that:
  - a. The item(s) is legally yours to sell.
  - b. The item is clean, and in sanitary condition at time of dropoff
  - c. Disclose any existing problems or concerns with the item(s) for the buyer's information.
9. You are responsible for establishing the asking price.
  - a. At the time the item is left you need to choose to:
    - i. receive 65% in store credit
    - ii. receive 55% in cash via a check
    - iii. lowest agreed upon price that you would take for the item
  - b. After an item being in consignment for sixty days then the item will be reduced to your lowest agreed upon price.
10. The seller agrees to leave the item(s) in consignment for a minimum of thirty days unless otherwise mutually agreed upon in writing.
11. You can call the shop in Bangor at any point to check on your consignment gear. We will only contact you if something does not sell within the specified period of time.
12. Alpenglow reserves the right to refuse items and to cancel this agreement at any time upon which time the item(s) shall be retrieved by the seller.

You agree to indemnify and hold Alpenglow Adventure Sports, its officers, directors, attorneys, agents and employees, harmless against all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Alpenglow Adventure Sports, its officers, directors, agents, attorneys and employees that arise out of any claim asserted by a third party relating to the sale or use of the merchandise you are selling.

I have read and agree to the terms of selling merchandise at the consignment shop.

SELLER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**STORE USE ONLY :**

**CUSTOMER CODE:** \_\_\_\_\_

**EMPLOYEE INITIALS:** \_\_\_\_\_