



## Resale Agreement:

I, \_\_\_\_\_, acknowledge and agree that my items are being placed for sale on a consignment basis under following terms and conditions:

- 1) The consigner agrees and asserts as to the following conditions/standards:
  - a) All items must be under 4 years old. Receipt of original gown purchase required. No exceptions.
  - b) Gowns originally purchased for less than \$1800 will not be accepted.
  - c) No stains, holes, missing buttons or hooks, broken zippers, pilling, fading, loose or torn hems or torn seams. Consignor should bring any defects to the attention of Ava Clara upon presentation of item(s). If defects are discovered after an item has been consigned, Ava Clara reserves the right to reduce the price of an item or return item to the consignor.
  - d) No gowns hemmed shorter than 5'2" will be accepted.
  - e) Items must be professionally cleaned and free of wrinkles or odors prior to consignment. Dry cleaning receipt must be provided. Ava Clara offers gown cleaning and steaming services for an additional fee.
- 2) Ava Clara reserves the right to accept or decline merchandise that is deemed appropriate for our boutique. "Appropriate" is defined as adhering to the conditions/standards listed in item 1.
- 3) Ava Clara agrees to pay the consignor 50% of the final sale price (excluding sales tax and any modifications made by Ava Clara).
- 4) Ava Clara agrees to use its best efforts to sell items in a timely manner and for the best price. However, Ava Clara cannot guarantee the purchase of the consigned item(s).
- 5) Ava Clara will determine the selling price of all items based on its, condition, brand, style, size and demand. If you have a minimum amount you will accept for the item(s) being consigned, you must notify Ava Clara upon the date of signature of this agreement. The sales price must be mutually agreed to by the parties of this agreement. Ava Clara reserves the right to refuse any item it does not foresee selling at the consignor's asking price.
- 6) Ava Clara reserves the right to photograph consignment items for the purpose of posting on the company's website or company advertising.
- 7) This consignment agreement shall be for a period of 6 months. Either party may terminate this agreement at any time by providing written notice of early termination 15 days in advance.
- 8) At the end of the contract consignment period, the consignor will have the option of retrieving the item(s) in person, donating the item(s) to Ava Clara, or having the item(s) shipped directly to the consignor at the consignor's expense. It is the consignor's responsibility to notify Ava Clara of the action they choose to take before the contract end date. Items either not retrieved by the consignor or for which arrangements have not been made to deliver the item to the consignor at their expense within 15 business days after the contract end date will be considered abandoned by the consignor and will become the property of Ava Clara.
- 9) Any option to renew this consignment agreement for any extended time will be at the discretion of Ava Clara and may include additional or modified terms.
- 10) Once items have been sold, payment to the consignor will be remitted via check to the address provided above.
- 11) Ava Clara values their consignors' items and will treat merchandise with the utmost care, however, Ava Clara does not assume liability for fire, flood, theft, damage or wear.
- 12) This agreement, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representatives or promises have been made except those that are set out in this agreement. The agreement may not be modified except in writing, signed by both parties.
- 13) All items consigned with Ava Clara must not be listed for sale anywhere else during the period of this contract.

I have read, understand, and agree to the terms and conditions of this agreement.

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