

CONSIGNMENT AGREEMENT

Consignor's Information

Full Name:

Email:

Phone:

Consignor ID Number:

Dress Information

Designer:

Size:

Style:

Alterations:

Defects: N/A

Original Price:

Consignment Information

Consignment Price Range:

Approved Price Discounts: 10% off after 3 months, 25% off after 6 months

Consignment End Date:

Pickup Date:

Donate at end of contract? Yes / No

Initial If Donating:

This Consignment Agreement (“**Agreement**”) is by and between Glo Bridal LLC with a place of business at 72 Langley Road Suite 23, Newton, Massachusetts 02459 (“**Glo Bridal**”) and the individual listed above (the “**Consignor**”). This Agreement is effective as of the date of the last party to execute this Agreement.

By executing this Agreement, Consignor hereby acknowledges that (a) Consignor has read and understand the entire Agreement, including the attached terms and conditions, (b) all of the items to be consigned are accurately listed above, and (c) Consignor agrees to consign the items on the terms and conditions set forth herein.

CONSIGNOR:

GLO BRIDAL LLC:

By: _____

By: _____

Date: _____

Date: _____

1. **Conditions of Consigned Products.** Glo Bridal will inspect all items before they are accepted for consignment and reserves the right to accept or decline any items that Glo Bridal, in its sole discretion, feels are not capable of being sold or do not satisfy the requirements in this section. Consignor represents all consigned items satisfy the following requirements as to their condition. All consigned items must: (a) be in excellent or like-new condition and no more than five (5) years old; (b) be professionally cleaned, odor-free, wrinkle-free and free of pet hair; and (c) not have any discoloration, stains, fading, tears, holes, runs, missing or loose buttons or hooks, broken zippers, pilling, loose or unraveled beading or details, loose or torn hems or seams.
2. **Ownership.** Consignor represents and warrants to Glo Bridal that Consignor is the owner of the items and has the authority to sell the items pursuant to this Agreement. The items provided to Glo Bridal for consignment shall remain the property of the Consignor until such time as they are sold. Consignor understands that Consignor retains the sole and exclusive risk for these consigned items.
3. **Pricing.** Glo Bridal will work with the Consignor to mutually agree upon a reasonable selling price for the items being consigned. All estimates of selling value are opinion and shall not be construed as any promise that the items will actually sell at a suggested price.
4. **Discounts.** Consignor agrees to sell the goods at the agreed upon price points. In the event any consigned items do not sell during the first three (3) months after being placed in inventory, the price will be lowered by 10%, and if any items have not sold after six (6) months the price will be lowered by 25% of the original price. Glo Bridal reserves the right to discount any item by an additional 10% of the current agreed price for any reason. Any other pricing changes will be communicated in writing.
5. **Promotion.** Glo Bridal may promote the items through social media, websites, and other marketing efforts. Consignor agrees not to offer any consigned items for sale during the term of this Agreement including through any online platform such as Poshmark, eBay, Stillwhite, or PreOwnedWeddingDresses.
6. **No Guarantee.** Glo Bridal will use its best efforts to sell the consigned items in accordance with this Agreement, but does not guarantee the sale of any item.
7. **Normal Wear.** Consignor acknowledges the consigned garments will be tried on and handled by potential buyers and normal wear will occur. Glo Bridal will use commercially reasonable efforts to keep items in good condition but cannot guarantee that Consignor's items will be in the same condition as when such items were left for resale. In no event will Glo Bridal be liable for any normal wear.
8. **Shipping.** Consignor is responsible for covering all costs related to shipping the items to Glo Bridal as well as the cost of return shipping upon the expiration of this Agreement if the items have not sold. Consignor is required to bag and package all consigned items appropriately in order to protect from damage during the shipping process.
9. **Term and Termination.** This Agreement will have a term of six (6) months beginning on the Consignment Start Date listed above. Either party may terminate this Agreement by providing written notice of early termination to the other party; *provided, however* in the event of an early termination by Consignor, Consignor agrees to pay Glo Bridal an early termination fee equal to 25% of the initial price of the items.
10. **Payment to Consignor.** Glo Bridal will promptly notify the Consignor once their item has sold. Glo Bridal agrees to pay the Consignor 50% of the final sale price (minus any taxes and fees) once the consigned item has sold and been paid in full. Glo Bridal will remit electronic payment to Consignor within fourteen (14) days of final payment. It is the Consignor's responsibility to keep all contact and other information current.
11. **Insurance; No Liability.** Glo Bridal is a consignment business and cannot hold insurance for inventory it does not own. Consignor understands and agrees that consigned items will not be covered by any insurance through Glo Bridal. Glo Bridal is committed to handling the Consignor's items with the utmost care, however, it does not assume any liability for fire, flood, theft, damage or wear.
12. **Retrieval Upon Expiration.** If Consignor's items have not sold with the term of this Agreement, Consignor will have fourteen (14) days from the consignment end date to pick up their items or request an extension of this Agreement. In the event Consignor fails to retrieve their consigned items or request a renewal during such 14-day period, then Consignor's items will become property of Glo Bridal and may be donated to a local charity without further notice to the Consignor. It is the Consignor's sole responsibility to keep track of the consignment end date and this deadline.
13. **Governing Law; Venue.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Middlesex County, in the Commonwealth of Massachusetts and agree that such court is not an inconvenient forum.
14. **Entire Agreement.** This Agreement, including the terms and conditions, contains the entire agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior and contemporaneous agreements, understandings, offers and communications, both written and oral.
15. **Severability.** If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most accurately reflects the parties' intentions and the remaining provisions of this Agreement shall remain in full force and effect.
16. **Attorney's Fees.** If Glo Bridal seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, Glo Bridal shall be entitled to recover from Consignor any and all costs and expenses incurred by Glo Bridal to enforce such rights, including, but not limited to all attorneys' fees and court costs.