

# CONSIGNMENT AGREEMENT

The following agreement is made by and between \_\_\_\_\_ hereby known as %Seller+ and **Centsible Sounds**.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

It is the responsibility of the Seller to insure that Centsible Sounds is continually aware of any changes to the above Contact information. Centsible Sounds assumes no responsibility for the inability to make contact using the information provided above.

Item(s) to be consigned: \_\_\_\_\_

Condition of Item(s): \_\_\_\_\_

Centsible Sounds assumes no responsibility for the condition of any instrument(s) in the Consignment program. Neither will Centsible Sounds be responsible for the condition of the instrument(s) (1) during transit, (2) while in the possession of Centsible Sounds (3) upon the Sale of the consigned instrument(s).

The Selling Price(s) of item(s): \_\_\_\_\_. The price(s) must be agreed upon by both Seller and **Centsible Sounds** prior to Centsible Sounds agreeing to Consign said instrument(s). A schedule of changes to the Selling price(s) after the instrument(s) that are accepted into the Consignment program are detailed below.

## Conditions:

1. PROCEEDS: Seventy five percent (75%) of the sale proceeds of each item shall be paid to the Seller. Centsible Sounds will retain 25% of the selling price any instrument(s).
2. Centsible Sounds will make every attempt to obtain the best possible price for the consigned merchandise and will accept no less than the current posted purchase price unless agreed upon by the seller.
3. LIABILITY: Centsible Sounds assumes no liability for the authenticity, condition, playability or sound of the instrument before entering or upon exiting the Consignment program. Any defect or issue with the item(s) not disclosed in the condition statement above but found while the instrument(s) is in the possession of Centsible Sounds will be disclosed in the Sale agreement and it will be assumed that this defect or issue was present prior to Centsible Sounds receiving the instrument(s) for Consignment. In the event that any instrument(s) that is in the possession of Centsible Sounds is lost, stolen or destroyed due to any circumstance Centsible sounds will assume no responsibility.

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4. **DURATION and RENEWABILITY:** The Consignment period will last a total of 90 days beginning the date that the item is listed on the Centsible Sounds website. The consignment agreement may be extended (1) time for a maximum consignment length of 180 days.
5. **PRICING SCHEDULE:** The posted Selling price of the instrument(s) will be reduced by 10% after 30 days of the Consignment program and an additional 10% after 60 days in the Consignment program. Should the Seller elect to renew the instrument(s) in the Consignment program the Selling price will stay at the current level for the remainder (or second 90 days) of the Consignment Program.
6. If the instrument remains unsold at the end of the first or renewed consignment period any costs incurred to return the instrument(s) to the seller will be borne by the seller. Determination of the actual Shipping costs to return the instrument(s) to the Seller will be at the sole discretion of Centsible Sounds.
7. Return shipping costs must be received by Centsible Sounds within 10 days of the instrument(s) exiting the Consignment program. Centsible Sounds will attempt notification of the Shipping costs using the information provided above. For every calendar week following the 10 stated days in which Centsible Sounds has not received the Return Shipping costs a fee of \$25 will be added to the Total. If the Return Shipping Costs have not been received after an 8 week period the Instrument(s) then become the sole and legal property of Centsible Sounds.
8. If the Seller elects to withdraw an instrument(s) from the Consignment Program prior to the end of the Consignment Period, a fee of \$15.00 will be charged for reimbursement of listing, photography, processing and management fees.
9. **CONSIGNMENT CHECKS:** Checks are issued monthly after the 15th for the prior whole month. Consignment payment will be voided six months after agreement expiration.

**PRIVACY:** Centsible Sounds agrees not to divulge the identity or Contact information of the Seller to any potential buyer.

Seller:

Date:

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Centsible Sounds:

Date:

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