Consignor Terms

Updated April 20, 2026 | tailoredconsignment.com/agreement

RECITALS

WHEREAS, the Consignee ("Tailored Consignment LLC") is engaged in the sale and marketing of luxury designer items, including but not limited to clothing, watches, and/or jewelry.

WHEREAS, the Consignor owns certain items ("Property"), and wishes to sell that Property; and

WHEREAS, Consignor desires that the Property be sold on consignment by Consignee, and Consignee wishes to sell that Property on behalf of Consignor;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

CONSIGNED PROPERTY

The Consignor will make the Property available to the Consignee on a consignment basis.

DELIVERY OF PROPERTY

Consignee accepts the Property from the Consignor on a consignment basis only. Consignee may provide a prepaid shipping label for Consignor if desired and Consignor is located in the United States of America.

ACCEPTANCE OF PROPERTY

Upon receipt of the Property, Consignee will evaluate it to determine its authenticity and quality. Items of Property that do not meet Consignee's authenticity or quality standards will be donated to charity or returned to the Consignor at the Consignor's option (see "Return of Property" below).

CONSIGNMENT PERIOD

The "Consignment Period" for an item of Property shall begin on the date the Property is received by Consignee and shall end 180 days after acknowledgment of receipt. The Consignment Period automatically extends an additional 180 days unless Consignor requests unsold items returned. Request for a return must be in writing at least 15 days prior to the end of the original consignment period. This Agreement covers all Property consigned from the beginning of time, in perpetuity.

EFFORTS TO SELL

Upon acceptance of the Property, Consignee will display the Property and will make commercially reasonable efforts to sell the Property. The price will be set by Consignee, and may be changed from time to time by the Consignee without notice to the Consignor. Consignee reserves the right to run promotions on its website and other properties to offer discounts to its customers and items may be placed into Consignee's sales as part of its ongoing sales efforts.

TITLE TO PROPERTY

Title to and ownership in the Property will remain with the Consignor until a Property Sale, as defined below. A "Property Sale" shall be deemed to have occurred if an item of Property is:

- sold by Consignee, paid for and shipped;
- lost or stolen from Consignee's stock on hand;
- damaged or destroyed while in Consignee's possession; or
- otherwise not physically present in Consignee's stock on hand.

PAYMENT, COMMISSIONS AND CREDITS

On the sale of any item of Property, the Consignee will receive the following Commission (as defined below):

- An amount equal to 30% of the gross selling price per item, excluding tax and shipping, for the first $500.00
- An amount equal to 15% of the gross selling price per item, excluding tax and shipping, of any amount over $500.00

The net selling price shall be Consignor's sole compensation under this Agreement. The net selling price reflects all applicable sales commissions, including, but not limited to the Consignee, eBay fees, referral fees, shipping fees, promotions and other discounts applied directly to or associated with the sold item. Consignee issues Zelle payments & checks for net selling price around the 10th business day of every month for a sale period beginning on the 1st of prior month to the last day of the previous month for any net payments over $20. Amounts under $20 will carryover to the following month. For example, checks issued around May 15th would cover the sale period from April 1–April 30.

Consignee offers a referral credit program to active Consignors. For each new consignor referred by Consignor whose first item is listed for sale, Consignor shall receive a credit of $25.00 applied against future commissions owed to Consignee. In addition, Consignor shall earn a credit equal to 3% of the gross selling price of items sold by the referred consignor, subject to a maximum total credit of $100.00 per referred consignor (inclusive of the initial $25.00 credit). All referral credits are non-transferable, have no cash value, and may only be applied against commissions owed to Consignee on Consignor's own sales. Consignee reserves the right to modify or discontinue the referral credit program at any time upon reasonable notice.

RISK OF LOSS; DAMAGE

All risk of loss or damage of the Property does not pass to the Consignee when the Property is in the Consignee's physical possession. The Consignee does not insure the Property against such risks including but not limited to fire, theft, vandalism, breakage or natural disaster. It shall be the obligation of the Consignor to adequately insure the Property at Consignor's own expense, for the benefit of and in the name of Consignee.

RETURN OF PROPERTY

At any time after the Consignment Period, Consignor may require the immediate removal of all or some of the Property from Consignee's website, with reasonable written notice to Consignee. If the Property is not sold during the Consignment Period, items may be returned to the Consignor upon request, at Consignor's expense. Additionally, if the Consignor requests the return of Property prior to the end of the Consignment Period, there will be a fee of $10 per item listed under $100, and $20 per item listed over $100 to cover Consignee's costs of storing, cataloging and photographing the Property, and Consignor will be responsible for shipping costs to and from Consignee.

TERMINATION

Either Party may terminate this Agreement at any time, for any reason. Termination shall be effective when either Party serves written notice thereof on the other Party, to such Party's notice address. Within 15 days of the receipt acknowledgement date of the termination notice, all Property must be returned to the Consignor. Costs listed above under Return of Property will apply.

NO ASSIGNMENT

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent, except that Consignee may assign this Agreement without Consignor's consent in connection with any corporate transaction such as a merger or acquisition.

CHANGES TO THESE TERMS

The terms of this Agreement may change from time to time. The most current version of this Agreement will be available at www.tailoredconsignment.com. This Agreement covers all previously consigned items.

NO PROPERTY WARRANTIES

The Consignee shall not offer any warranties on the sale of any Property, except to the extent a warranty is required by law and cannot be disclaimed.

CONSIGNOR'S REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Consignor hereby warrants to the Consignee that it has good and marketable title to the Property, none of which is subject to any liens or other encumbrances, and further warrants that the property does not infringe upon or violate any trademark, copyright, or other proprietary right of any third party, any state or federal law, or any administrative regulation. Consignor hereby agrees to indemnify and hold harmless Consignee, its owner, shareholders, agents, members, managers, and employees, et al (collectively "TC") from all damages, suits, litigation, awards, and costs, including but not limited to attorneys' fees and costs, that may arise out of Consignee's display or sale of the Property for any reason whatsoever, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark, or any other claim or litigation. Any and/or all provision(s) of this Agreement which imposes/could impose an obligation after termination or expiration of this Agreement including but not limited to indemnifications, representations, warranties, releases of liability, hold harmless agreements, collection of expenses incurred in enforcing same, etc., shall survive indefinitely.

GOVERNING LAW

This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Delaware, without regards to its conflict-of-law provisions. The Parties hereby irrevocably consent to the jurisdiction of the courts of Delaware with respect to any matter arising under this Agreement.

ENTIRE AGREEMENT

This Agreement sets forth the final, complete and exclusive agreement of the Parties regarding the subject matter hereof, and terminates and supersedes all prior understandings or agreements on the subject matter hereof.

NO IMPLIED WAIVER

Either Party's failure to insist, in any one or more instances, on strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

SEVERABILITY

If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

COUNTERPARTS / ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium (including smartphone application) shall have the same force and effect as an original signature.

HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

ACCEPTANCE OF TERMS

The Consignor signifies acceptance of this Agreement by signing below.

Consignor Signature

Date