

## INSTRUCTIONS ON HOW TO CONSIGN YOUR ITEMS

### Getting your items together:

Go through your closet(s) and pull all your high-end designers that you want to consign. Make sure they are all in new, like new or excellent condition. If you are not sure if we take a certain designer or designers, make a list and give us a call and we will be glad to clarify any questions you may have.

### Make a list of your items:

Go through and make a list of what items you are sending us with the included inventory sheet. Make a copy so you will have record of the items you are mailing. If you have an idea of how much you want for an item list that as well, otherwise leave that section blank we can help set the price once we see the items.

On the Inventory Sheet, enter the Designer name, the items description such as jeans, skirt and other descriptive information. Write in the color of the item. Under “#of pieces,” please write the number of pieces in the outfit such as 1 for pants or 2 for a suit that has a skirt and jacket. For the amount of money you are requesting please enter the amount you would like for your share, if you are unsure then please leave it blank and we will arrange the price with you.

### Acceptance of contract, terms, and conditions:

Read the Terms and Conditions Disclosure and fill out the Consignment contract completely. We will not accept any contract that has not been fully completed. Please do not write in any additions or cross out anything on the contract, as we will not accept it with changes to it.

### Pack Up and Ship Your Items:

When packing your items, make sure they are packed safely so they are not damaged during shipment. Rodeo Drive Resale recommends that you purchase shipping insurance for your package in case of damage or loss during shipment. Rodeo Drive Resale is not responsible for damages or losses during shipping.

It is very important that you include your COMPLETED consignment contract (*new consignors only*) and inventory sheet, as we will need this before we accept your items for sale. We do not need the terms and conditions, that is for your information only.

### Ship your items:

You may send us your items by any of the following methods:

- UPS pickup at your home, all you have to do is pack it up in a box, your items will be fully insured. Call us to arrange a pickup time and location such as your home or office.
- RDR staff pick-up; available for large quantities or extremely high-value items; call us to arrange a pickup.
- You pack and ship your items yourself from your preferred shipper (Post office, UPS, FedEx, etc).

### What to expect once we receive your items:

Once we receive your items, we will go through and check what items we would accept and what items we would return to you. We will then price the items we believe will sell and at the price we sell after we confirm with you. We will fax, email, or mail you a copy of the selling prices. If you provided an email-address or fax number, you will receive a price list faster.

### Your responsibilities:

You, the consignor is responsible for all shipping costs of your items. If you would like any of your items returned to you or if we decide that, we will not accept any or all of your items, you are responsible for return shipping costs.

**We suggest that you check with us about what items we may or may not accept. Though we will do our best over the phone in letting you know if we would accept an item, we are not present to see the item, therefore we cannot give you a definite evaluation of your item.**

# Rodeo Drive Resale

## Merchandise Consignment Terms and Conditions Disclosure

Effective: May 1, 2008 for New Consignors

Effective: May 3, 2008 for Previous Consignors

### Consignment Contract:

The Consignment Contract bind the Merchandise Consignment Terms and Conditions listed herein, which is your agreement of these terms listed in this. Rodeo Drive Resale herein will be referred to as "RDR". You the Consignor will herein be referred to as "Consignor" or "You".

### Condition of Acceptance:

Items for consignment are accepted in new or like new conditions only. Consignor must disclose prior to acceptance of consignment if any items have been altered in any way including but not limited to sizing larger or smaller, altering appearance in any way or any trim or hardware changes or condition. Consignor states that all items have been cleaned by a professional cleaning service prior to consignment at RDR (see *Cleaning* for more information). By consigning or leaving items for consignment I understand that Rodeo Drive Resale herein referred to as "RDR" may not see and/or recognize all or any damages, stains or alterations my consignment items may have at the time they accept it. RDR may return any items to me that are damaged, stained or altered and not noticed upon or after check-in. Pickup terms and conditions apply as indicated below under *Pick-ups*.

### Lawful Owner

By agreeing to the *Merchandise Consignment Terms and Conditions Disclosure*, signing the *Consignment Contract* and placing items for sale at Rodeo Drive Resale you guaranty RDR that all items given to RDR for sale are lawfully and entirely owned by you or you are acting on behalf of a person(s) who have given you authority to sell such items on their behalf. You guaranty to indemnify RDR for any damages, penalties, fines, fees or judgments for any issue arising due to the rights of the lawful owner of the merchandise being placed on consignment.

### Authenticity of Merchandise:

Only original, authentic designer items are accepted by RDR for consignment. By submitting items for consignment, you the "consignor" states that the items are authentic designer items and not counterfeit or "knock-offs". Any label or trademarked insignia, logo, design, authenticity information, embossment are authentic of the designer it represents to the full knowledge of the consignor. RDR may have an item submitted for consignment authenticated by the respective designer whose name or logo appears on the consignment product. RDR diligently attempts to discern the authenticity of the items before placing them for sale. Items may be placed into inventory of the consignor during check-in of consignment. RDR reserves the right to remove these items from the consignors account upon discovery that an item may be counterfeit. Counterfeit items will be immediately destroyed or discarded. In the event the consignor claims the item not to be counterfeit, the consignor holds RDR harmless for any accidental disposal of items that may have been branded as counterfeit.

### Consignment Period:

The consignment period is 120 days from the date of acceptance indicated on the final received report given to the Consignor. Consignor must consign items for a minimum of 60 days from date of acceptance. RDR reserves the right to return items at any time during or prior to the expiration of the consignment period.

### Pricing:

RDR and the Consignor will mutually agree on pricing before an item is placed into the inventory system. The agreed or "Marked" price will be the price of the item for 119 days of the consignment period. Thereafter the agreed and "marked" selling price will be reduced or "marked down" by 50% in the RDR system and on the "marked" tag price on and after the 120<sup>th</sup> day. The split percentage is not affected by the "marked down" pricing.

### Pricing Adjustments:

Pricing on items may be changed after recorded in the consignors account after the initial drop off date, this allows for any adjustments for pricing errors which RDR management may have determined was made during check-in by our staff or when items were mailed in. RDR reserves the right to make these adjustments within a reasonable amount of time of acceptance without any consent from the consignor prior to the price change.

### Special Pricing:

RDR may choose to sell your items at special events, venues or through third parties. RDR reserves the right to price your items higher than agreed at these special events, venues or third parties without any increase of payment to the consignor other than the agreed price "marked" or "marked-down." The consignor will not be responsible for any extra fees for selling their items at such events, venues or through third parties.

# Rodeo Drive Resale

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### Discounts and Sales:

The Consignor agrees to give RDR discretion as to discount prices on the agreed, "marked" and reduced (marked down) prices during and after the noted "Consignment Period". RDR may reduce prices for special discounts and sales and split the discount between its share and the Consignors share. RDR will not discount prices off the marked price over 25.01% without written or verbal consent of the Consignor. Any discount given under 25.01% does not require an additional written or verbal consent of the Consignor. The split percentage is not affected by any discounts given.

### Payments/Split Percentage:

Fifty percent of the agreed selling price (full, marked down or discounted) as noted in the *Pricing* section and *Discounts* sections will be paid to the Consignor. Payments are mailed around the 15<sup>th</sup> of each month for items sold the previous months' first day to last day. An account maintenance fee of \$2.00 per check will be charged every month that a check is issued.

### Consignment Returns:

Consignment may be returned to you at your discretion anytime after the first 60 days of consignment. You may call us to request your items returned to you or email us at [customerservice@rodeodriveresale.com](mailto:customerservice@rodeodriveresale.com). Returns may take up to 30 days to be completed. Consignment return shipping charges are the responsibility of the consignor. RDR may return your consignment at anytime during the consignment period without restrictions. We may opt to return your items COD for the shipping amount.

### Notice for Returns:

At anytime that RDR decides to return items to the consignor we may do so. We may return items without notice to you by mail to the address on your account. We are not responsible for addresses not updated by the consignor. All consignment will be shipped fully insured for the contract amount (full, marked down or discounted). Rodeo Drive Resale does not provide storage for items that are not accepted for sale or for items being returned to the consignor. RDR reserves the rights with this agreement to donate items when reasonable attempts are made to contact the consignor for return shipping payment are unsuccessful, normally after 30 days from first attempt.

### Cleaning:

As stated under *Condition of Acceptance* all items must be cleaned by a professional cleaning service prior to consignment. RDR will attempt to identify any items that may need cleaning prior to accepting them for consignment so the consignor may have the option of having the item cleaned through their own cleaning service. However if the item has been placed on consignment RDR reserves the right to have the items cleaned by a third party professional garment cleaning service and charge the consignors account for the cleaning service without the further consent of the Consignor. The consignor is responsible for the cleaning fee regardless if the item on consignment does or does not sell. RDR charges a flat \$12.75 per piece convenience fee if we send the items to be cleaned for you, which includes the Dry Cleaning or Laundry charge.

### Liability on Merchandise:

RDR does not provide insurance for your property while you have placed it on consignment. The consignor is responsible for insuring the items you have placed on consignment if you choose to do so. Liabilities not covered include but are not limited to theft, loss, damage, fire, water or other damages or loss. By consigning your items with RDR, you release Rodeo Drive Resale of any liabilities on the consigned items.

### Layaway:

RDR offers layaway to its customers for a period of 30 or 60 days. Items that are on layaway cannot be picked up by the consignor unless the layaway period has expired and the customer has not completed their layaway by purchasing the item they placed on layaway. Consignors account will reflect the selling price split percentage if a layaway is completed. Consignor accounts will only reflect completed layaways. Defaulted layaways are not paid to the Consignor and the item on layaway item will be placed as "available" status back on the Consignors account.

### Sales Returns:

Rodeo Drive Resale accepts returns on items sold online from customers who are not satisfied with their purchase for any reason or for any customer in-store or online who does not accept or believe an item they purchased from Rodeo Drive Resale is an authentic designer item. Consignor accounts will be debited for all returns accepted under RDR's returns and exchange policy. The Consignor agrees to pay any balance for returns that may be charged on their account. Any item returned due to an item being counterfeit, claimed counterfeit or an item was altered by the Consignor from its original state, size or style will also have the both return and original shipping charges to the purchaser deducted from the Consignors account.

### Loan of Merchandise:

# Rodeo Drive Resale

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You authorize RDR the rights to loan merchandise for photo, video, movie, television, and other productions while RDR has possession of your items.

### Balance on Account:

For any balance due on the Consignors account the Consignor agrees to reimburse RDR within 30 days of the balance charge. Balance dues may be for a variety of reasons including items returned to RDR by customers, cleaning fees or any other fees or adjustment made on the account. The Consignor understands that RDR will not return all or any part of their merchandise on consignment if there is a balance due.

### Interaction Policy:

By agreeing to the *Consignment Terms and Conditions* the consignor also agrees to abide by RDR's Interaction Policy.

No Consignor shall trade, sell, or consign any items to an employee of RDR or a customer of RDR while on premises of the RDR property without using the RDR consignment protocol. No Consignor shall make arrangements or transfer information between the Consignor, customer or employee of RDR while on RDR property for any sale, transfer or consignment of items without using the RDR consignment protocol. Any violation of this agreement may result in cancellation of the Consignor account and may include legal action for recovery of loss revenue by RDR.

### Indemnification:

If any item purchased or consigned from a consignor for resale to the public is found to be counterfeit and RDR is found liable for the sale of the counterfeit item or if RDR incurred any liability from such an item, the consignor agrees to indemnify RDR for any damages that RDR may have or may perhaps assume including any and all legal fees, fines, judgments and settlements without limitation. The consignor will also indemnify RDR for any damages incurred without limitation for any and all judgments, liens, fines, etc which RDR may be assessed for judgments relating to the rightful owner of property. Also for any claims brought against RDR by the consignor including legal fees if RDR is found not liable.

### Update of Terms and Conditions:

The terms and conditions of this agreement may be updated at the discretion of Rodeo Drive Resale at any time. The consignor is responsible for having the most up to date Terms & Conditions information by logging on to our website on a regular basis. The Terms & Conditions may be found at any time by logging on the internet to <http://www.rodeodriveresale.com/consignment> any consignor requesting a mailed Terms and Conditions may do so only by writing a certified letter with a clear request for a paper copy of the RDR Terms and Conditions Request to our correspondence address. You the consignor hold RDR harmless and not responsible for any mail or communication lost, misdirected, and incorrect in regards to updates in the Terms & Conditions of Consignment.

### Expiration of Contract and Terms:

The Consignor Contract including all Terms and Conditions has no expiration date as long as the Consignor Account is open and valid. You may request your Consignor account to be closed at any time by requesting it in writing, in person or by phone. Once an account is closed it cannot be re-opened. A new account must be opened and a new contract signed. Rodeo Drive Resale reserves the right to close a Consignor account at any time without prior notice to the Consignor. All closed accounts are bound by Terms and Conditions that were in effect at the time the account was effective.

### Correspondence:

Write to: Rodeo Drive Resale, 6520 Platt Avenue Box # 646, West Hills California 91307. Phone: (818)224-2411 Email: [CustomerService@RodeoDriveResale.com](mailto:CustomerService@RodeoDriveResale.com).

### Acceptance of Consignment Terms and Conditions:

You the "Consignor" state you understand and agree to all the terms and conditions of this agreement by signing the Consignor Contract provided to you when you opened or updated your Rodeo Drive Resale consignment account. The Terms and Conditions of this contract may not be changed or revised verbally or by handwriting without the expressed written consent of owners or executives of Rodeo Drive Resale in a separate drafted agreement.

Rodeo Drive Resale  
6520 Platt Ave Box 646  
West Hills, CA 91307  
818-224-2411

# Consignor Contract

Consignor Account Number: \_\_\_\_\_

\* indicates required field

To be filled out by RDR ONLY

## Consignor Information

**Contract Ends: NO END DATE**  
**Contract Begins: \_\_\_\_\_**  
To be filled out by RDR ONLY

\*Name: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*Phone: (        ) \_\_\_\_\_ Alt Phone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_ \*Email: \_\_\_\_\_

\*Driver's License # \_\_\_\_\_ \*State: \_\_\_\_\_ \*Expires: \_\_\_\_\_

\* If listed items don't sell (initial one):

Forfeit to store: \_\_\_\_\_ Donate my items: \_\_\_\_\_ Return my items: \_\_\_\_\_

## Terms of Contract

I have read the Rodeo Drive Resale "Merchandise Consignment Terms and Conditions" Disclosure which includes the following topics below. I understand that by signing this contract I state that I agree to all the Terms and Conditions outlined in the Disclosure.

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|-----------------------------|--|
| Consignment Contract        | Cleaning                                       |
| Condition of Acceptance     | Liability on Merchandise                       |
| Lawful Owner                | Layaway  |
| Authenticity of Merchandise | Sales Returns                                  |
| Consignment Period          | Loan of Merchandise                            |
| Pricing                     | Balance on Account                             |
| Pricing Adjustments         | Interaction Policy                             |
| Selling Price               | Indemnification                                |
| Discounts and Sales         | Update of Terms and Conditions                 |
| Payments/Split Percentage   | Expiration of Contract and Terms               |
| Consignment Returns         | Correspondence                                 |
| Notice for Returns          | Acceptance of Consignment Terms and Conditions |



**By Signing below I certify that I ("the consignor") fully understand and agree to all the terms and conditions in the Merchandise Terms and Conditions Disclosure. You also state that all information on this correct is true and correct.**

\*Consignor \_\_\_\_\_ \*Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Rodeo Drive Resale



FROM:

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TO: **Rodeo Drive Resale**  
**818-224-2411**  
**Attn: Consignment**  
**Box 646**  
**6520 Platt Avenue**  
**West Hills, California 91307**  
**United States**

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