

STATEMENT BOUTIQUE CONSIGNMENT

Client: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Statement Boutique Consignment LLC, located at 7942 Germantown Avenue, Philadelphia PA 19118 ("Statement") will accept the merchandise of Client subject to the following, together with the Terms of Consignment Merchandise attached hereto:

- ***Client agrees that Statement will determine the pricing of each article delivered by Client, and that such article will be reduced from time to time at the discretion of Statement. If any article is damaged or slightly irregular, Client agrees that Statement is permitted to donate such item to charity.***

- Client understands that Statement incurs overhead expense for each day on which Client's merchandise is available for purchase. In consideration, Client's merchandise will not be available for pick until the end of the following Seasons: (1) any Spring/Summer Season merchandise not before 7/31, and (2) any Fall/Winter Season merchandise not before 2/28. If Client does not choose to donate its unsold merchandise, Client will make an appointment to pick up its merchandise within ten days after the end of the Season. ***Any merchandise not picked up within this ten-day period will become the property of Statement.***

- On or before the end of the applicable Season, Statement will send Client a check in the amount of 40% of the sales price of those items of Client sold during the Season.

- If Statement needs to reach Client for any reason, it is entitled to rely on the email and/or phone number provided by Client in this Contract, and illegibility will be Client's responsibility. Proper communication on the part of Statement will include (a) any email sent or voice message left, whether returned or unanswered, and (b) any automatically returned email, or any voicemail indicating the mailbox is full.

- Client warrants that Client has good and marketable title to the merchandise, free and clear of any encumbrances. Client assumes all risk of loss or damage to the merchandise by fire, mishandling by Statement's customers, theft or otherwise, and Client hereby releases Statement, its Member, its customers and its independent contractors from any and all liability therefor.

Intending to be legally bound, the undersigned Client hereby consents to the foregoing, and requests the following:

\_\_\_ Pick-up: Please retain my merchandise for my retrieval at the end of the Season, as set forth above.

\_\_\_ Contribution: Please contribute my merchandise at the end of the Season.

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

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