

CONSIGNMENT AGREEMENT GENERAL TERMS AND CONDITIONS

Consignee Number _____

This Agreement is made this _____ day of _____, 20__ by and between _____
(hereinafter TENANT) with its principal address at _____, and
That's Not Junk, LLC (hereinafter THAT'S NOT JUNK) located at 53 E. Merrick Road, Freeport, NY 11520 .
The terms applicable to this Agreement are as follows:

1.0 Term of Agreement

This Agreement shall become effective and shall remain in effect on a month-to-month basis until terminated by either TENANT or THAT'S NOT JUNK upon thirty (30) day's prior written notice to the other party.

2.0 Services Provided

- 2.1 THAT'S NOT JUNK agrees to accept items on consignment listed in Exhibit A.
- 2.2 THAT'S NOT JUNK agrees to provide a reasonable number of staff employees to service customer inquiries and subsequent sales of TENANT'S saleable items.
- 2.3 THAT'S NOT JUNK agrees to collect applicable sales taxes on sales of TENANTS' items and remit applicable taxes to the applicable taxing authority.
- 2.4 THAT'S NOT JUNK agrees to provide to TENANT a complete accounting of items sold and remittance of monies collected within ten (10) days after the closing of each monthly consignment period.

3.0 Consignment Terms

- 3.1 THAT'S NOT JUNK agrees to accept items listed in Exhibit A on a consignment basis for a period of 90 days. THAT'S NOT JUNK will provide space to store, internet listings, and ship these items to it's consumers in exchange for a percentage of total price listed in exhibit A. After each 30 days period, THAT'S NOT JUNK will reduce the price of each item by 10%. If the item is not sold during the 90 day period, it must be removed from the premises. If it is not removed after 90 days, the merchandise will become the property of THAT'S NOT JUNK.
- 3.2 THAT'S NOT JUNK may terminate this agreement at any time for any reason.
- 3.3 THAT'S NOT JUNK will appraise and price items by evaluation by phone or email and will not accept items that have a value of less than \$100.00.
- 3.4 THAT'S NOT JUNK will collect commission according to the table below, unless otherwise negotiated. In addition to this commission, THAT'S NOT JUNK will also collect a handling fee for the costs associated with processing of credit cards and checks, the costs associated with sales tax collecting, reporting and remittance and costs associated with sales personnel and facilities.

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\$ AMOUNT OF ITEM	THAT'S NOT JUNK Commission	Handling Fee	Total Commission
\$100 - \$499	45%	5%	50%
\$500 - \$999	40%	5%	45%
\$1000 - \$4999	35%	5%	40%
\$5000 - \$9999	30%	5%	35%
\$10,000 - \$\$19,999	25%	5%	30%
\$20,000 and above	20%	5%	25%

* Subject to additional 5% Cleaning Fee if merchandise needs to be cleaned before it is saleable. If the item sells, we will deduct the cleaning fee from the sale price. If the item does not sell, we will require you to pay 5% of the lowest price listed for the item before the merchandise is returned to you. If the cleaning fee is not paid and the item is still here after 90 days, the merchandise will become the property of That's Not Junk, LLC.

4.0 Liability

4.1 THAT'S NOT JUNK shall provide general liability insurance.

4.2 TENANT shall be liable for losses arising from theft or events outside of the control of THAT'S NOT JUNK.

5.0 Miscellaneous

5.1 If any provision of this Agreement should later deemed to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

5.2 THAT'S NOT JUNK reserves the right to reject any of TENANT'S saleable items that THAT'S NOT JUNK deems inappropriate.

5.3 All local, state, and federal laws, excepting only its conflict of laws provisions, shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any dispute(s) arising out of this Agreement shall be the exclusive jurisdiction of the State of New York.

EXECUTED this ____ (day) of ____ (month), _____ (year).

Fed Tax ID or SS# _____
 By _____
 Name _____
 Phone _____
 Email _____

That's Not Junk, LLC
 By _____
 Name _____
 Title _____
 NY State Sales Tax Exempt # _____