

FASHIONPHILE

pre-owned authentic luxury handbags

AGREEMENT made as of this day ___/___, 20___
between Fashionphile LLC and

Name: _____

Address: _____

Phone: _____

Email: _____

Referred by: _____

(www.fashionphile.com/referral)

WHEREAS, the Consignor wishes to have certain items offered by Fashionphile for sale, and WHEREAS, Fashionphile wishes to represent the Consignor under the terms of the agreement,

THE PARTIES AGREE:

1. Term This agreement shall have a term of ninety (90) days and may be terminated by either party giving ten (10) days written notice to the other party. Fashionphile will return to Consignor any unsold merchandise.

2. Process Upon receipt, Fashionphile will take all necessary steps to sell your item. Items will be listed on www.fashionphile.com or on eBay under the eBay userID "Fashionphile".

3. Listing Prices & "Reserves" Fashionphile will determine prices based on comparable current and historical prices of bags in the same or similar style, condition, and brand. Fashionphile will include a minimum floor price or reserve to insure items do not sell below reasonable market value. If a specific minimum reserve price is required, Consignor will state the requested price next to each item listed in this Agreement. If the consignor-required price results in a non-sale after the 90 day Term, a \$60 fee per bag will apply. This fee covers handling, shipping, and any eBay fees incurred during the attempt to sell the item at the requested price. Consignors shall not bid on or alter the price of a live auction of their own consignment item in any way.

4. Discounting. If any item has been available for over 5 weeks and has been unsold after 2 attempted eBay auctions, the price may be reduced by 10%. It may be reduced by an additional 15% if it is still unsold after another 2 weeks and a third attempt on eBay.

5. Authenticity Consignor attests to the authenticity of all agreed upon items. Items deemed to be counterfeits will either be returned to Consignor for a \$25 authentication fee plus return shipping fees, or discarded.

6. Premature end of auction or Returns to Consignor
If a consignor decides to terminate the agreement early- and remove items from listings there will be a \$25 shipping and transaction fee per item. If early-termination is requested during an item's live eBay auction, the owner will pay an eBay cancellation fee of \$100.

Tiered Consignment Rate

- First \$1,500 30%
- Portion of price \$1,500 and \$2,500 25%
- Portion of price \$2,500 and \$3,500 20%
- Remaining portion above \$3,500 15%

7. Shipping If consignor is unable to drop off consignments at FASHIONPHILE offices, the agreed upon item/s may be shipped to **FASHIONPHILE 9551 Wilshire Blvd. Beverly Hills, CA 90212**. International consignors will cover customs fees. Bags will be shipped in clean and sell-able condition.

8. Payment(s) Consignors are paid by check after their items are sold and payment has cleared. Consignment checks are sent twice a month. Fashionphile will provide the Consignor with detailed invoicing of all associated fees and records pertaining to Consignors account.

9. Loss or Damage Consignor will ensure that consignment items are insured from all risks of fire, theft, flood, accidental damage or breakage, any acts of nature resulting or any damage to the property until agreed upon items are delivered to Fashionphile at the contracted drop off or shipping address. Upon delivery, Fashionphile will be fully responsible for said items until confirmed delivery to respective buyers.

10. Ownership Consignor attests that they have legal title to and are in legal possession of all items that they have contracted Fashionphile to sell.

11. Meeting of the Minds Both parties have read and understand all statements included in this agreement. This agreement may not be revised or amended without the written consent of both the consignor and Fashionphile.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above

Consignor _____ Date _____

Fashionphile.  Date _____

List of Items	Notes
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	