

# DULUTH GEAR EXCHANGE CONSIGNOR CONTRACT

CONSIGNOR #

CONSIGNOR NAME (FIRST & LAST) \_\_\_\_\_

NEW? ☐

MAILING ADDRESS \_\_\_\_\_

PAYMENT OPTIONS:



\_\_\_\_\_ ZIP \_\_\_\_\_

☐ CHECK

PHONE \_\_\_\_\_

☐ STORE CREDIT  
(10% Bonus)

EMAIL \_\_\_\_\_

BRAND	ITEM DESCRIPTION	GENDER/ SIZE	COLOR	XC BINDING	SELLING PRICE (STAFF ONLY)

By signing here I agree to the terms stated in this agreement. I attest that I am the sole and rightful owner of all goods provided and the goods are free from all liens and encumbrances.

Consignor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Duluth Gear Exchange LLC by \_\_\_\_\_ Date: \_\_\_\_\_



## DULUTH GEAR EXCHANGE CONSIGNOR CONTRACT

Thank you for your partnership with Duluth Gear Exchange LLC (DGE). All merchandise consigned with DGE will be liable to the following policies and terms:

### Consignment Rates:

<u>Final Sale Price</u> <u>(without sales tax)</u>	<u>Consignor Earnings*</u>
\$0-49	<b>50%</b>
\$50-199	<b>60%</b>
\$200-599	<b>70%</b>
\$600+	<b>80%</b>

*\*Additional 10% earnings if you opt for store credit*

### Price Setting:

To create consistency in the pricing of inventory, DGE and its employees maintain the discretion to set prices. DGE will consider pricing input from consignors for “big ticket” items such as canoes, kayaks, and bikes. DGE staff does not price on the spot.

### Payment:

Duluth Gear Exchange LLC will send out checks monthly. Consignors must have at least \$40.00 in their account to have a check printed. Checks will be mailed to the address provided by the consignor. It is the consignor’s responsibility to update DGE on any address changes. Consignors opting for store credit can check their balance by inquiring in the store or calling 218-481-7270 during business hours.

### Seasonal Terms:

Duluth Gear Exchange LLC operates on six-month season selling cycles. The winter season runs October through March and summer season runs April through September.

### Sales:

At the end of each season, **ALL merchandise will be discounted during a 2-week sales event**. Two weeks before the sale, we will send out an **email notification** to consignors of all items that remain unsold.

- If, as a consignor, you do not wish to have your items go on sale, it is your responsibility to collect your unsold items and bring them to the front counter to be removed from the store inventory.
- Items that go through the sale but do not sell must be collected by consignors by the final day of the sale.
- Once the seasonal sale ends, ownership of unclaimed items will transfer to Duluth Gear Exchange LLC.

### Gear We Accept:

Duluth Gear Exchange LLC accepts washed apparel and clean gear in good repair for non-motorized outdoor adventure equipment. A general list of brands and equipment that will be accepted can be found online at [duluthgearexchange.com](http://duluthgearexchange.com). DGE reserves the right to decline any items its employees deem unacceptable, for any reason.

### Gear We DO NOT Accept:

- Dirty, unwashed, or broken equipment
- Snowmobile, ATV, and related equipment
- Safety equipment including used helmets, climbing ropes, climbing hard gear, and climbing harnesses
- Bindings and alpine skis with **bindings not on the current indemnified bindings list\***
- Sun-faded, ripped, or label-less PFDs (lifejackets)
- Ice skates and hockey equipment
- Court & field sport equipment
- If it is written on “Currently Not Accepting” signage in store and/or online.

*\*All alpine bindings must be on the current listing of indemnified bindings (available at DGE) per the manufacturer. Every pair of ski bindings sold will include a binding inspection at a 3rd Party ski shop. If a ski binding, regardless if it is listed, does not pass this test, the skis will be returned to their original owner and the sale will be nullified.*

### Waiver of Liability:

Items remain the property of the consignor until they are sold. Duluth Gear Exchange LLC, its owner, agents, and employees have no liability for the loss, theft, damage, or destruction of consigned items.

### Indemnification:

Consignor agrees to indemnify and hold harmless Duluth Gear Exchange LLC, its owners, agents, and employees from any liability, claims, and lawsuits, including attorney fees and costs, arising out of the storage, handling, or sale of consignment items.

**For questions regarding your account or to learn your store credit balance, please call 218-481-7270**