



DULUTH GEAR EXCHANGE CONSIGNOR CONTRACT

Thank you for your partnership with the Duluth Gear Exchange, LLC. All merchandise consigned with the Duluth Gear Exchange, LLC will be liable to the following policies.

Consignment rates:

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

(Additional 10% on any tier if you opt for Store Credit)

Seasonal Terms

Duluth Gear Exchange, LLC sells gear on a two six-month season cycle. **Winter** runs October through March and **Summer** runs April through September.

Sales

At the end of each season, ALL merchandise will be discounted during a 2-week sale event (Summer sale occurs near the end of September, Winter sale occurs near the end of March). **2 weeks prior to the sale, we will send out an email notification to consignors of all items that remain unsold.**

- If, as a consignors, you do not wish to have your gear go on sale, **it is your responsibility** to come into the store, collect your unsold items, and bring items to staff to be removed from store inventory.
- Items that go through the sale but do not sell must be collected by consignors by the last day of the end of season sale.

Once the seasonal sale ends, ownership of unclaimed items will transfer to Duluth Gear Exchange, LLC.

Price Setting

In an effort to create consistency in the pricing of inventory, Duluth Gear Exchange, LLC staff maintain the discretion to set prices. However, pricing input from consignors is welcomed and will be factored into the price staff set.

Payment

Duluth Gear Exchange, LLC will send out checks on a monthly basis. **Consignors must have at least \$40.00 on their account to have a check printed.** Checks will be mailed to the address provided by the consignors. It is the consignors's responsibility to update the Duluth Gear Exchange, LLC on any changed addresses.

****To learn your store credit balance, please call 218-481-7270****

Acceptable Gear

Duluth Gear Exchange, LLC has the final say on whether or not an item will be accepted for consignment. In general, please refer to the following guidelines:

Duluth Gear Exchange, LLC accepts clean gear in good repair for non-motorized outdoor adventure equipment. A general list of equipment that will be accepted includes:

<p>SUMMER</p> <ul style="list-style-type: none"> • Summer outdoor apparel (shorts, swimwear, sundresses, sun shirts, tank tops etc) • Human powered boats • Paddles & paddling equipment • PFDs with no seam damage or sun-fade and an intact label • Fully functioning mountain and road bicycles & equipment • Portage packs • Fishing poles, waders, tackle, & equipment 	<p>WINTER</p> <ul style="list-style-type: none"> • Winter outdoor apparel (coats, snow pants, base layers, sweater dresses/skirts, hats, scarves, gloves, sweaters, etc) • Alpine*, nordic skis, snowboards & equipment • Fat-tire bicycles & equipment • Ice fishing poles, tackle, human powered augers • Pulk sleds • Snowshoes
<p>ALL SEASON</p> <ul style="list-style-type: none"> • Tents, hammocks, tarps, & camp shelters • Camp kitchen equipment • Camp electronics (headlamps, lightweight lanterns, solar chargers) • Car racks & rocket boxes • Camp stoves • Sleeping bags & pads • Hiking, ski/snowboard, day, hydro backpacks • Commuter bicycles • Non-season specific outdoor clothing (including technical gear and notable outdoor brands) • Climbing shoes, chalk bags & brushes, rope bags, and climbing specific clothing 	<p>Equipment Duluth Gear Exchange, LLC WILL NOT accept:</p> <ul style="list-style-type: none"> • Dirty or broken equipment • Snowmobiles, ATVs, & equipment • Safety equipment including helmets, climbing ropes, climbing hard gear, climbing harnesses, alpine bindings not on the current indemnified bindings list, & sun faded, ripped, or labelless PFDs • Technical equipment that is older than 7 years • Ice skates & hockey equipment • Court & field sport equipment • If it is written on the "Currently NOT Accepting" chalkboard in the shop
<p>* Alpine Equipment: All bindings must be on the current listing of Indemnified bindings per the manufacturer (see staff for more information). 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 on the Indemnified Bindings List, does not pass this test, the skis will be returned to their original owner and the sale will be nullified.</p>	

Waiver of Liability

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

Indemnification

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