



TACK SOLUTIONS by Leslie

You can afford your horse with us

Consignee # _____

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CONSIGNMENT AGREEMENT & RELEASE

This Consignment Agreement ("Agreement") is entered into on _____, by & between TACK SOLUTIONS & _____ (PRINCIPAL) under the following terms & conditions, to which both parties agree & acknowledge are made for a valuable consideration:

1. **Consignment Property**- For the sole purpose of selling property owned by PRINCIPAL, TACK SOLUTIONS will accept & take possession from PRINCIPAL, the following items: _____ Misc. Items - List to follow _____

ITEM #	ITEM DESCRIPTION	MINIMUM SELLING PRICE
		\$ _____

2. **Management & Control**- PRINCIPAL shall have no right to supervise or exercise control of or the manner in which TACK SOLUTIONS conduct's its business, nor shall it attempt to influence or change the methods to be used by TACK SOLUTIONS in selling the consigned items while carrying out the purpose of this Agreement.

3. **Ownership & Title of Items**- In all cases, ownership/title of all items shall remain the property of PRINCIPAL until sold by TACK SOLUTIONS in the normal course of business, & upon the terms & conditions of this Agreement.

4. **Condition of Consigned Property**- PRINCIPAL understands that before TACK SOLUTIONS accepts any item(s) from PRINCIPAL, it shall have the right & time to inspect each item in order to determine its saleable condition & the price which PRINCIPAL expects to receive from its sale. Any item(s) determined to not be saleable because of its condition or the price PRINCIPAL expects to receive, will be brought to the attention of PRINCIPAL as soon as possible. At the same time, & during the term of this Agreement, if an item becomes worn, dried, cracked or broken, so as to make it unsalable, that condition also will be brought to the attention of PRINCIPAL. In the event of either happening, TACK SOLUTIONS will not be liable or responsible for those items, & no payment or other compensation to PRINCIPAL will be paid.

5. **Use by Prospective Buyers - Normal Wear & Tear**- In addition to the matters set forth in paragraph 4 above, TACK SOLUTIONS will not be held responsible for the normal wear & tear on any item(s) left in the store which are to be sold on consignment. By leaving an item in the store, PRINCIPAL also understands that in order for TACK SOLUTIONS to sell any item it may be used & tested by a horse and/or a rider off the store premises before its sell & that TACK SOLUTIONS is not responsible for any normal wear & tear which results from that usage or testing. A verified credit card or cash transaction will be completed to guarantee PRINCIPAL of a return of its item during any try-out period (four (4) days).

6. **Sale for Cash, check or by Credit Card** - TACK SOLUTIONS will use its best efforts to sell consigned items on behalf of PRINCIPAL during the term of the Agreement, but shall only be required to contact PRINCIPAL in the event an offer is made on consigned item(s) for less than the listed sell price. All sales will be paid for by cash, Credit Card or Check.

7. **Payment after Sale** - In the event of a sale, PRINCIPAL shall receive the amount specified in the Agreement for each item sold, unless an offer made by TACK SOLUTIONS is accepted by PRINCIPAL. Consignment checks will be mailed to PRINCIPAL on the 20th day of March, June, September & December for all items sold before the 15th day of that month, as long as the total amount to be received is \$25.00 or more. Checks can be picked up from TACK SOLUTIONS five (5) days after the sale of consigned item(s). All PRINCIPAL'S will be charged a \$3.00 fee for each check issued.

8. **Lay-Away Sales**- PRINCIPAL understands that one or more items may be sold on lay-away, (sale to be completed within 60 days), & that if so sold, PRINCIPAL may not remove that item from the store for a period of 60 days after the lay-away sale date.

