



Southern Traditions Consignments, LLC.

113 W Emma Avenue / Springdale, Arkansas 72764 / 479-361-1211

TERMS OF CONTRACT:

Agreement made this _____ day of _____, 2013____("effective date") by and between _____("Consignor") with and address of _____

& Southern Traditions Consignments, LLC. ("The Company"), with an address of 113 West Emma Avenue, Springdale, AR , 72764. www.southerntraditions.us

SCOPE OF AGENCY:

Consignor appoints "The Company" to act as Consignor's exclusive agent for the exhibition and sale of the items identified on a specified List of Inventory. Additional List(s) of Inventory may be incorporated to the Contract at any time.

CONDITIONS OF ACCEPTANCE:

Items are only accepted in new, excellent and like new conditions. Consignor represents and warrants that he/she is the sole owner of the item(s) on consignment. Items with damages may be returned or will be donated to a charity chosen by Southern Traditions Consignments, LLC. or other charitable organization.

CONSIGNMENT PERIOD:

Consignment period is **120 (One Hundred and twenty) calendar days** after our acceptance form is signed by both parties. Once an item is received by "The Company" it cannot be retracted by the "Consignor", unless a 25% processing fee based on sale price is paid to "The Company".

PRICING:

"The Company" has sole discretion in determining the pricing on all items. "The Company" reserves the right to re-price items at any time. **All items left more than 7 days after the end of the Consignment Period (without attempt to contact "The Company") will become the sole property of "The Company", unless otherwise notified.**

PAYMENT:

Fifty percent (50%) of the selling price will be paid to the Consignor, except for where proceeds are donated to charity or items have become property of "The Company". Payments are made once a month for sales made the prior month, and are mailed via United States Postal Service. (Or upon request and consent to "The Company" shall furnish Consignor with a statement of items sold, price, Consignor's share, & donation, if any, with each payment remittance.

LIABILITY:

"The Company" is not responsible for any loss or damage to items. Including, but not limited to damage caused by, theft, fire, flood, any types of stains/tears, loss and any other damages or losses without exclusion.

SHIPMENT OF ITEMS BETWEEN CONSIGNOR AND THE COMPANY:

Packing, shipping, insurance and other handling expenses for items from Consignor to "The Company" and for the return of unsold items from Company to Consignor shall be borne by Consignor. "The Company" is not responsible for lost packages once they have been picked up or donated from our facility.

PROMOTION OF ITEMS:

"The Company" shall use its best effort to promote, display and sell items on its web-sites, www.southerntraditions.us, www.dicksonst.com and www.nwaguide.net, and shall have no obligation to promote items in any other manner. Should items reflect a lower cost at any time for promotional purposes (i.e. media coverage, PR or Marketing opportunities); the consignor **will** still receive the full amount as stated on their inventory list.

Please, Only AUTHENTIC Items:

Consignor represents and warrants that items consigned are 100% authentic and as represented, since we will be advertising items as such, and this will be reflected in the price.

Southern Traditions Consignments, LLC., has a zero tolerance policy on this matter should you attempt to consign "knock-off designer" items, your account may be revoked, and your items will automatically become property of Southern Traditions Consignments, LLC., additionally all funds that are due could become Southern Traditions Consignments, LLC.

MODIFICATIONS IN WRITING ONLY:

All modifications, deletions, additions or amendment to this Contract must be in writing and signed by both parties.

ENTIRE AGREEMENT:

This Contract and inventory lists constitutes the entire agreement between the parties hereto.

GOVERNING LAW:

This Contract and its enforcement shall be governed by and construed in accordance with the law of the State Arkansas, without regard to the State of Arkansas principles of conflicts of law. The parties agree that any action or proceeding against another party hereto, arising out of or relating to the Contract shall be brought only in the courts of Arkansas.

By signing below, you authorize Southern Traditions Consignments, LLC. to sell your items on consignment pursuant to the terms described herein.

Consignor Signature: _____

Consignor Name (Please Print): _____

Mailing Address: _____

City, State, Zip: _____

E-mail address: _____

Phone #: _____

Date: _____