



CONSIGNMENT AGREEMENT

PART 1:

STANDARD AND NECESSARY LEGAL TERMS AND CONDITIONS

LEGAL: TWENTY/TEN CLOTHING IS AN EBAY CLOTHING STORE, SPECIALIZING IN THE SALE OF FINE SECONDHAND AND CONSIGNED MENSWEAR, OWNED BY ALEX THOMPSON. UPON RECEIPT OF MERCHANDISE, MR. THOMPSON WILL PERSONALLY OVERSEE AND BE RESPONSIBLE FOR ALL ITEMS RECEIVED FOR CONSIGNMENT. THESE ITEMS WILL BE LISTED ON EBAY, THE ONLINE AUCTION SITE, IN A MANNER DEEMED MOST ADVANTAGEOUS. SIGNING THIS FORM STATES YOU NOT ONLY UNDERSTAND THE ABOVE STATED INFORMATION, BUT YOU ARE AGREEING TO THE TERMS WITHIN. IN ADDITION, BY SIGNING THIS FORM, YOU ARE ALSO STATING THAT NO ITEM RECEIVED BY TWENTY/TEN FOR CONSIGNMENT HAS BEEN OBTAINED IN A FASHION DEEMED ILLEGAL.

AUTHENTICITY: TWENTY/TEN ONLY SELLS 100% AUTHENTIC MERCHANDISE. WE REFUSE TO LIST ANY REPLICAS, FORGERIES, OR FAKE MERCHANDISE AT AUCTION. THUS, BY SIGNING THIS YOU ARE AGREEING TO THE FACT THAT YOU ARE NOT SENDING ANY ITEMS THAT WOULD FALL UNDER ANY OF THESE CATEGORIES.

CONDITION: ITEMS MUST BE DELIVERED IN SELLABLE CONDITION. DIRTY, STAINED, OR OTHERWISE NOT PRESENTABLE FOR AUCTION ITEMS WILL EITHER BE SUBJECT TO DRY CLEANING AT CONSIGNOR'S EXPENSE OR RETURNED AT CONSIGNOR'S EXPENSE, DEPENDING ON THE ITEM. DECISIONS TO NOT LIST ITEMS ARE SOLELY AT TWENTY/TEN'S DISCRETION. TWENTY/TEN RESERVES THE RIGHT TO HAVE THE FINAL WORD IN WHAT IS AND WHAT ISN'T DEEMED WORTHY OF LISTING. WE POST HIGH QUALITY GARMENTS AND WE DO NOT MAKE EXCEPTIONS. WE PRIDE OURSELVES WITH THE MERCHANDISE WE STOCK AND SELL ONLY QUALITY GOODS. IT IS TWENTY/TEN'S DECISION WHETHER AN INDIVIDUAL, A FEW, OR ALL OR YOUR ITEMS DO NOT MEET OUR LISTING REQUIREMENTS. BY SIGNING THIS FORM, YOU ARE AGREEING AND COMPLYING TO THE ABOVE STATEMENTS.

FEES: ITEMS RECEIVED FROM YOU, THE CONSIGNOR, WILL BE PLACED AT AUCTION IN EITHER A 10-DAY AUCTION FORMAT OR A "BUY IT NOW OR BEST OFFER" FORMAT, WHICHEVER THE CONSIGNOR PREFERENCES. BY SIGNING THIS FORM, YOU UNDERSTAND THAT THE "BUY IT NOW OR BEST OFFER" OPTION COULD POSSIBLY RESULT IN HIGHER RETURNS, YET IT IS HIGHLY LIKELY TO HAVE A LONGER DURATION. A 10 DAY AUCTION, WILL BE JUST THAT, 10 DAYS, AND ONCE THE TRANSACTION HAS BEEN COMPLETED, MEANING FUNDS HAVE BEEN RECEIVED AND THE BUYER HAS RECEIVED THE ITEM AND IS PLEASED, TWENTY/TEN, THE CONSIGNEE, WILL RECEIVE 45% OF THE ENDING AUCTION TOTAL, INCLUDING TAKING RESPONSIBILITY FOR ALL EBAY AND PAYPAL FEES. YOU, THE CONSIGNOR, WILL RECEIVE 55% OF THE AUCTION TOTAL WITH NO FEE DEDUCTIONS. I CAN ASSURE YOU, YOU WILL NOT FIND BETTER RATES ACROSS THE TABLE. SOME MAY OFFER HIGHER RETURN

PERCENTAGES FOR HIGHER PRICED ITEMS, YET WILL TAKE HALF AND CHARGE YOU THE 10% OF FEES FOR ALL STANDARD ITEMS, WHICH THERE WILL OBVIOUSLY BE A MUCH HIGHER NUMBER OF. CERTAIN HIGH VALUED ITEMS THAT NEED TO BE LISTED IN A MANNER THAT WOULD BE BEST SUIT AS SLIGHTLY DIFFERENT FROM THE REST, WILL BE DISCUSSED AND HANDLED CASE BY CASE BETWEEN TWENTY/TEN AND YOU, THE CONSIGNOR. BY SIGNING THIS FORM, YOU ARE AGREEING TO THE ALLOTTED PERCENTAGE THAT YOU WILL RECEIVE PER ITEM SOLD AND WILL NOT HOLD TWENTY/TEN RESPONSIBLE, IN ANY MANNER, FOR ANY GOODS THAT MAY HAVE SOLD FOR LESS THAN YOU WOULD HAVE LIKED OR EXPECTED.

PAYMENT: ONCE IT IS CERTAIN THAT THE ITEM HAS REACHED THE BUYER AND THEY ARE PLEASED, TWENTY/TEN WILL PAY THE CONSIGNOR WITHIN 15 DAYS OF THE END OF THE TRANSACTION. THE METHOD OF PAYMENT WILL BE CHECK OR PAYPAL INSTANT TRANSFER. BY SIGNING THIS FORM YOU AGREE TO THE ABOVE PAYMENT PROCEDURE.

REMOVAL OF ITEM: IF 10-DAY AUCTION IS THE CHOSEN METHOD OF SALE, ONCE THE AUCTION GOES LIVE, THERE WILL BE A SMALL WINDOW WHERE THE AUCTION CAN BE TAKEN DOWN FOR ANY REASON. IF THE ITEM IS BID ON, IT WILL NOT BE ENDED AND TWENTY/TEN IS CONTRACTUALLY OBLIGATED TO FOLLOW THROUGH WITH THE AUCTION AND REWARD THE WINNING BIDDER WITH THE ITEM AT HAND. WITH "BUY IT NOW OR BEST OFFER" AUCTIONS, THESE MAY BE ENDED UNDER CONSIGNOR DEMAND, BUT ONLY FOR CIRCUMSTANCES DEEMED NECESSARY BY TWENTY/TEN. ALL EFFORTS WILL BE MADE PRIOR TO AUCTION LISTING TO AVOID ANY SUCH CIRCUMSTANCES. BY SIGNING THIS FORM, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

SHILL BIDDING: IT IS ILLEGAL AND AGAINST EBAY'S RULES, REGULATIONS, AND POLICIES TO FRAUDULENTLY INCREASE THE PRICE OF YOUR ITEM AT AUCTION. THIS CAN BE DONE BY HAVING FRIENDS, FAMILY, OR ACQUAINTANCES BID ON YOUR ITEM WITHOUT THE INTENTION OF PURCHASING, BUT WITH THE SOLE INTENT ON RAISING THE PRICE OF THE ITEM. THIS IS AN ILLEGAL ACT AND CAN JEOPARDIZE TWENTY/TEN'S SELLER ACCOUNT STATUS, THUS IS NOT AN ISSUE TAKEN LIGHTLY BY EBAY OR BY US. IF SHILL BIDDING IS SUSPECTED OR HAS TAKEN PLACE, TWENTY/TEN WILL BE FORCED TO FULLY COOPERATE WITH EBAY IN REGARDS TO THIS MATTER. THIS WILL RESULT IN THE LISTING BEING REMOVED AND POSSIBLE PENALTIES. IF ANY FINES OR FEES ARE PLACED UPON TWENTY/TEN, YOU, THE CONSIGNOR, WILL BE FULLY RESPONSIBLE FOR THESE PENALTIES. BY SIGNING THIS FORM YOU ACKNOWLEDGE THAT YOU ARE AWARE OF WHAT SHILL BIDDING IS AND ARE GOING TO COMPLY WITH AND TAKE ANY MEASURES NECESSARY TO CLEAR TWENTY/TEN'S NAME, IF THIS WERE TO OCCUR. IT WILL BE AT TWENTY/TEN'S DISCRETION WHETHER TO TERMINATE ANY AND ALL CURRENT AND FURTHER BUSINESS BETWEEN OUR TWO PARTIES. BY SIGNING THIS FORM, THIS IS UNDERSTOOD AND AGREED UPON.

INITIAL PROCESS: UPON RECEIVING YOUR ITEMS, I WILL INSPECT EACH AND EVERY ONE, MAKING SURE THEY ARE ELIGIBLE FOR LISTING. THIS LIST WILL BE SENT TO YOU WITHIN 5 DAYS. IF FOUND DAMAGED OR NOT UP TO STANDARDS NECESSARY, ALL FOUND SO WILL BE SHIPPED BACK AT CONSIGNORS EXPENSE, OR IF LOCAL, SIMPLY PICKED UP. IF YOU HAVE ANY QUESTIONS, YOU MAY SIMPLY CHOOSE TO SEND ME AN EBAY MESSAGE (WWW.TWENTYTENCLOTHING.COM), OR CONTACT ME AT ALEX@TWENTYTENCLOTHING.COM. IF ANY STIPULATIONS GIVE YOU ANY RESERVATION, I AM OPEN TO DISCUSS IT OR THEM, AND DEPENDING WHAT IT, OR THEY ARE, AND WHAT YOU WOULD LIKE IT TO BE, MAY CONSIDER AMENDING THE AGREEMENT FORM AND SENDING YOU A NEWLY REVISED COPY WITH THE CHANGES INCLUDED.

THE TWENTY/TEN BUSINESS ADDRESS TO SEND ITEMS TO IS:

TWENTY/TEN CLOTHING
2708 WILSHIRE BLVD. STE #344
SANTA MONICA, CA 90403

PLEASE ADVISE, I SUGGEST SENDING WITH TRACKING TO MAKE SURE YOU HAVE EVIDENCE A PACKAGE WAS SENT, THUS ANY ISSUES CAN BE DEALT WITH EASILY UPON LOCATING YOUR PACKAGE, WHILE SECURE DELIVERY CAN BE ASSURED. I HAVE NO LIMIT ON AMOUNT OF GOODS YOU WISH TO SEND, THAT BEING SAID, PATIENCE IS ASKED UPON YOUR PART, I HAVE OTHER CLIENTS AND THIS IS A VERY TIME CONSUMING OPERATION. I DO GUARANTEE THOUGH, THAT I WILL DEDICATE A DAY SOLELY TO AN SPECIFIC CLIENT AS MY NUMBER ONE PRIORITY AND TO TAKE CARE OF ALL NECESSARY BUSINESS WITHOUT FAIL, HOWEVER LIKE I SAID, THIS MAY TAKE UP TO 5 DAYS AFTER RECEIPT TO OCCUR, PLANNING ON PRIOR SCHEDULING. I WANT YOU TO BE SURE THAT NO MATTER WHAT OTHER ITEMS I MAY BE DEALING WITH AND SELLING, EVERY ITEM YOU SEND ME, IS JUST AS IMPORTANT AS THE LAST, AND EACH CONSIGNOR, JUST AS IMPORTANT AS THE NEXT. THERE IS NO PRIORITY TREATMENT HERE. KEEP IN MIND THAT THIS ISN'T JUST YOU SELLING YOUR CLOTHING, THIS IS A MUTUALLY ADVANTAGEOUS BUSINESS AGREEMENT. YES. I DO WISH TO GAIN A POTENTIAL REPEAT CLIENT, HOWEVER I CAN ONLY DO THIS BY DOING MY JOB BEYOND THE EXPECTATIONS OF YOU, THE CONSIGNOR. I WILL DO THIS BY PROFITING AS MUCH AS I CAN PER EACH AND EVER ITEM, THUS I HAVE AS MUCH TO GAIN AS YOU, MAKING OUR NUMBER ONE PRIORITY THE SAME. OPERATING MY BUSINESS ANY DIFFERENTLY WOULD BE FOOLISH AND A WASTE OF BOTH OUR TIMES.

BY FILLING OUT THE INFORMATION BELOW, YOU ARE STATING THAT YOU HAVE THOROUGHLY READ THIS FORM IN IT'S ENTIRETY AND FULLY UNDERSTAND ALL TERMS AND CONDITIONS OF TWENTY/TEN CLOTHING'S CONSIGNMENT POLICIES AND PRACTICES AND THAT YOU ARE IN FULL COMPLIANCE OF ALL RULES, REGULATIONS AND POLICIES STATED WITHIN THIS AGREEMENT.

NAME (PRINTED): _____

STREET: _____ CITY: _____ STATE: _____

ZIP: _____

EMAIL: _____

PHONE: _____

NUMBER OF ITEMS (SUITS MAY COUNT AS 1): _____

NUMBER OF TIES: _____

YOUR SIGNATURE: _____

PLEASE PRINT, SIGN, AND INCLUDE THIS FORM WITH YOUR ITEMS.

THANK YOU.

