



EMPLOYEE CHECKLIST ----- EMPLOYEE CHECKLIST

- ☐ Explain Consignment Terms Below
- ☐ Uncheck "Pay by Check" Box
- ☐ Verify and Send Consignor Access Invite

Date: _____

Consignor #: _____

Welcome to Outdoor Exchange! We provide you with a great return on your gear & clothing to keep you out and active ALL year long!

First Name: _____ Last Name: _____

Phone #: _____ Email: _____

Mailing Address: _____ City/State: _____ Zip: _____

This Outdoor Exchange Merchandise Consignment Agreement (the "Agreement") is effective as of the date printed above (the "Effective Date"), and is entered into between Outdoor Exchange (the "Company") and the Consignor printed above (also referenced as "Consignor," "you," or "your") (and when referenced together, the "Parties"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONSIGNMENT TERMS

Acceptance of Merchandise

The Company will enter each item consigned by Consignor into its merchandise database (collectively, the "Merchandise"). All Merchandise is subject to the terms of this Agreement. Consignor agrees that Company may not accept all items of Merchandise for sale, and that such decision is in the Company's sole discretion. Consignor agrees to follow the Company's acceptance procedures and instructions for preparing Merchandise for consignment. Merchandise should be gently used, clean, and free of rips, tears, stains, and/or other defects.

Sales Process & Proceeds

Company may set the price based on its experience with similar goods or consignor may suggest an asking price (the suggested price may or may not be accepted by Company). A minimal item processing fee will be added to each item. Consignor payout is as follows:

- \$1-\$99 = Consignor will receive 40%
- \$100 - \$249 = Consignor will receive 50%
- \$250 - \$499 = Consignor will receive 60%
- 500+ = Consignor will receive 70%

Price may be reduced at the Companies discretion 20 - 50% during the 90 day consignment period.

Time Limit

Your consignment period is 90 days from the date of item entry into your account. You are solely responsible for retrieving any unsold items within 1 week of the 90 day expiration date. All merchandise that is not retrieved within that week become the sole property of the Company and may be cleared or donated at the Companies discretion.

Payment

It is the Consignor's responsibility to keep track of the sales status of Merchandise. The Company provides a convenient way to track sales through an online Consignor portal. After the sale of the Merchandise your balance is immediately available to use as in store credit.

- **Check Request** – check requests can be made either in person or by calling Outdoor Exchange by the 10th of any given month. (For the prior months balance)
- Checks will void 90 days after issuance and will not be reissued.
- Payment must be collected within 2 Years from the date the merchandise is sold, otherwise you agree to forfeit such payment to the Company as compensation for continued administrative cost in maintaining your account, and waive any right you may have in law or in equity to collect such payment from the Company.

Limitation of Liability

Consignor agrees to hold harmless and release the Company from any liability for loss or damage of any kind to Merchandise while in the Company's possession, including loss or damage caused by the Company's own negligence or intentional acts. The Company does not warrant that Merchandise will sell, regardless of condition or sale price, and the Company assumes no liability for pricing an item on behalf of Consignor or providing a pricing opinion to Consignor.

Indemnification

Consignor agrees to indemnify, defend and hold harmless the Company from any and all third party claims, liability, suits, proceedings, demands, attorney's fees, losses or damages of any nature arising out of the Company's sale of, or a third party's use of the Merchandise.

Merchandise Return to Consignor

If merchandise is deemed unfit for sale, the Consignor agrees to retrieve the item within 7 days of notification. After that time, the merchandise will be donated or disposed of without further notice.

Rightful Ownership

By signing this Agreement, you attest that you are the sole owner of the Merchandise, that you have full authority to consign the Merchandise, and that you will indemnify, defend and hold harmless the Company in the event a third party claims an ownership of, or interest in the Merchandise.

Relationship of the Parties

The relationship of the Parties is strictly that of consignor-consignee. Nothing contained in this Agreement shall be construed to: (a) give any Party the power to direct and control the day-to-day activities of the other, (b) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) constitute any Party, its agents or employees, as employees of any other Party, or grant any of them the power or authority to act for, bind or otherwise create or assume any obligation on behalf of any of the other Parties for any purpose whatever.

Choice of Law and Venue

This Agreement and any dispute arising under this Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho, exclusive of its conflict of laws provisions. The exclusive jurisdiction for all disputes arising between the Parties in connection with this Agreement shall be the state and federal courts located in Ada County, Idaho and each Party hereby submits itself to the exclusive jurisdiction of such courts.

Modification; Severability

Consignor agrees that the Company can unilaterally change the terms of this Agreement at any time after execution of this Agreement upon 30 days-notice to Consignor via the companies website or the email address listed above. Any provision of this Agreement held to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof.

Entire Agreement

This Agreement constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Consignor has executed and delivered this Agreement to the Company as of the Effective Date.

Consignor's Signature: _____ **Date:** _____