



# The Bellingham Consignment Project

This agreement is between:

Date: \_\_\_\_\_

Seller Name: \_\_\_\_\_

Reseller Name: \_\_\_\_\_

Item(s) to be sold:

Agreed Listing Price

Lowest Acceptable Sale Price

1. \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

2. \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

3. \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

## 1. Definitions

**Seller:** The owner of the items being offered for sale.

**Reseller:** The Bellingham Consignment Project, responsible for photographing, listing, marketing, and facilitating the sale of items on behalf of the Seller.

**Items:** The goods provided by the Seller for sale under this Agreement.

**Commission:** The portion of the sale proceeds retained by the Reseller as compensation.

## 2. Responsibilities

Reseller reserves the right to determine whether an Item is suitable for sale. Reseller is not obligated to accept or list every Item offered by Seller.

**Reseller** agrees to:

- Photograph and list the Items on appropriate sales platforms.
- Market the Items with reasonable effort.
- Communicate with potential buyers.
- Facilitate delivery of the Item according to the consignment model selected.
- Tracks sales and commissions, provides detailed invoice at end of agreement.

**Seller** agrees to:

- Provide accurate information about each Item, including condition, defects, and history.
- Retain ownership of Items until sold.
- Accept responsibility for transferring Items to buyers (in owner-retained model).
- Seller is responsible for moving, delivering, or arranging pickup of large Items. Reseller will not provide moving, delivery, or transport services under the owner-retained model.

## 3. Consignment Models

**Owner-Retained Model:** Items remain with the Seller. When a buyer commits to purchase, Seller is responsible for meeting with the buyer and accepting payment directly.

**Reseller-Held Model:** Items are transferred into the possession of the Reseller for safekeeping and fulfillment. Reseller coordinates delivery to buyer and accepts payment.

## 4. Item Condition & Authenticity

Seller represents that all Items are owned by them, free of liens, and not counterfeit. Seller warrants that all descriptions and conditions provided are accurate to the best of their knowledge.



## **5. Pricing & Commission**

Pricing for Items will be mutually agreed upon before listing.

### **Commission structure:**

#### **Owner-Retained Model:**

Final Sale Price	We Keep	You Keep
\$20-50	50%	50%
\$51-200	40%	60%
\$201-500	30%	70%
\$501-1,000	25%	75%
\$1,001-\$2,500	20%	80%
\$2,501+	15%	85%

#### **Reseller-Held Model:**

Final Sale Price	We Keep	You Keep
\$20-50	60%	40%
\$51-200	50%	50%
\$201-500	40%	60%
\$501-1,000	30%	70%
\$1,001-\$2,500	25%	75%
\$2,500+	20%	80%

Any changes to pricing or commission must be agreed upon in writing.

### **Price Reductions and Unsold Item Fee**

- If an Item does not sell within 14 days of being listed, the sales price will automatically be reduced by 30%, or to the lowest mutually agreed sales price, whichever amount is higher.
- If an Item does not sell within 30 days, the Item will be unlisted. A \$10 listing fee will be charged to the Seller for the time and cost associated with photographing, marketing, and managing the listing.

## **6. Payment Terms**

- Seller must be able to accept cash or Venmo from buyers.
- Payment of commission to Reseller will be due at the end of the 30 day agreement (cash, venmo, or check accepted).
- If payment is not received within this period, Reseller reserves the right to remove or suspend remaining listings.

### **Buyer Communication**

- Reseller will communicate clearly with Seller regarding buyer arrangements, including purchase details, agreed price, and meeting time. Example: "John will arrive at 4:00 PM for the small green sofa; he owes you \$40."



## **7. Expenses & Fees**

Unless otherwise agreed, the Reseller covers costs of photography and listing.

### **Preparation & Pricing Work**

Any extra work required to prepare Items for sale, including but not limited to cleaning, researching, or pricing, will be billed at \$30 per hour. Reseller will communicate in advance if such services are recommended and will not proceed without Seller's approval.

## **8. Duration of Agreement**

This Agreement begins on the date signed and remains in effect for 30 days or until terminated by either party under Section 9.

## **9. Termination of Agreement**

Either party may terminate this Agreement at any time with written notice. Seller may request return of unsold Items in the Reseller-Held Model at any time.

## **10. Dispute Resolution**

In the event of a dispute, both parties agree to attempt informal resolution first. If unresolved, disputes will be handled in small claims court in Whatcom County, Washington.

## **11. Limitation of Liability**

Reseller is not responsible for losses caused by buyer fraud, shipping errors, or third-party platform issues, except where gross negligence or intentional misconduct is proven.

## **12. Governing Law**

This Agreement is governed by the laws of the State of Washington.

## **13. Disclaimers**

- No Guarantee of Sale
- Reseller will make reasonable efforts to market and facilitate interest in the Items. However, Reseller does not guarantee that any Item will sell, nor that any buyer inquiry will result in a completed transaction.
- Reseller is not responsible for cleaning or preparing the items in significant ways to sell.

### **Buyer Meetings**

- If Seller meets with a prospective buyer (in the Owner-Retained Model), this is not a guarantee of purchase. Buyers may decline to complete the transaction after viewing the Item in person.

### **Third-Party Platforms**

- Sales platforms (e.g., Facebook Marketplace, Craigslist, eBay, etc.) are outside the control of Reseller. Reseller is not liable for errors, delays, or cancellations caused by these platforms.

### **No Liability for Buyer Conduct**

- Reseller is not responsible for the behavior, reliability, or actions of potential buyers. Seller assumes all risk associated with meeting buyers directly.

## **Signatures:**

Seller: \_\_\_\_\_

Date:\_\_\_\_\_

Reseller: \_\_\_\_\_

Date:\_\_\_\_\_