

## BETHANY'S THRIFT STORE

### TERMS AND CONDITIONS OF CONSIGNMENT

1. **Scope.** These Terms and Conditions of Consignment (“**Terms**”) apply to the consignment of any item or items (“**Consigned Items**”) to Bethany’s Thrift Store, a Michigan nonprofit corporation (“**Bethany**”), for the purpose of sale in the thrift store located at 2820 29<sup>th</sup> Street SE, Grand Rapids, Michigan 49512 (the “**Store**”). By delivering the Consigned Items to the Store, the consignor (“**Consignor**”) is agreeing to consign such items to Bethany for sale in the Store and be bound by these Terms. Upon delivery of the Consigned Items to the Store, Consignor agrees to pay Bethany, a non-refundable \$20 consignment fee. Bethany may, in its sole discretion, decline to accept any items presented by Consignor. The Consigned Items may not be removed from the Store prior to the termination of the Consignment Period (defined below) without Bethany’s prior written permission.

2. **Consignment Period.** The period of consignment is 36 business days (“**Consignment Period**”). If the Consigned Items are not sold during the Consignment Period, Bethany will make two attempts to notify Consignor either by email or telephone at the end of the Consignment Period for pick-up of the unsold Consigned Items. If the unsold Consigned Items are not picked up within five business days of the end of the Consignment Period, the Consigned Items will be deemed to have been donated to Bethany by the Consignor and Bethany may dispose of the Consigned Items in its sole discretion without any payment to Consignor. Bethany may, at its sole option, agree to extend the Consignment Period if requested by Consignor.

3. **Sale and Payment for Consigned Items.** Bethany will in good faith attempt to notify Consignor within 10 days after the sale of a Consigned Item. Bethany will be entitled to retain 40% of the proceeds from each Consigned Item Bethany sells. After the sale of a Consigned Item, Bethany will mail a check to the Consignor at the address provided by Consignor in an amount equal to 60% of the sale proceeds of such Consigned Item. Any check returned to Bethany will be deemed to have been donated to Bethany by Consignor and Bethany may retain the proceeds from the sale of the Consigned Items.

4. **Sales Price of Consigned Items.** Bethany will sell the Consigned Items at a sales price determined by Bethany in its sole discretion. In determining the sale price, Bethany may take into account the estimated value of the Consigned Item provided by the Consignor.

5. **Consignment Relationship and Access to Premises.** Bethany and the Consignor intend that this arrangement be a true consignment in all respects. Accordingly, Consignor is not considered to be a tenant, subtenant or occupant of the Store and has no right, title or interest in and to the Store. Nothing contained in these Terms is intended or shall be deemed to create a partnership, joint venture, agency, employer/employee or similar relationship between the Consignor and Bethany.

6. **Title.** Consignor hereby warrants that the Consignor possesses sole unencumbered title to the Consigned Items and that the Consigned Items are free of all liens. This warranty will survive termination of this Agreement and the Consignor agrees to hold Bethany harmless against any cost resulting from a breach of this warranty.

7. **Transportation Responsibilities.** Consignor is solely responsible for delivery of Consigned Items to the Store. Risk of loss or damage incurred in the delivery of the Consigned Items from Consignor to Bethany and, if any Consigned Items are returned by Bethany to the Consignor, shall be the responsibility of the Consignor.

8. **Risk of Loss.** Bethany is not responsible for lost, stolen, damaged or destroyed Consigned Items. Consignor agrees that in the event a Consigned Item is lost, stolen, damaged or destroyed, Consignor will have no recourse against Bethany for such loss, theft, damage or destruction.

9. **Termination.** Bethany may terminate the consignment of any Consigned Item at any time and Consignor shall have 5 days from receipt of Bethany’s notice to pick up the Consigned Items. Consigned Items not picked up by Consignor will be deemed to have been donated to Bethany by Consignor and Bethany may dispose of the Consigned Items in its sole discretion, without any payment to Consignor.

10. **Severability.** Any provision of these Terms which is found to be contrary to applicable law or otherwise unenforceable shall be ineffective to the extent of such publication or unenforceability without invalidating the remaining provisions of these Terms.

11. **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Michigan, as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

12. **Amendments.** Bethany has the right to amend these Terms at any time and such new terms will apply to all items consigned after the date of such amendment.

13. **Entire Agreement.** These Terms set forth the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, arrangements, and understandings related to that subject matter.

14. **Limitation on Liability.** Bethany’s liability for any claim brought by Consignor shall be limited to the retail sale price of the Consigned Item as set by Bethany or \$100, whichever is less.