

# THE BLUE BIRD CIRCLE RESALE SHOP JEWELRY CONSIGNMENT FORM

CONSIGNOR \_\_\_\_\_ ACCT # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CELL PHONE \_\_\_\_\_ ALTERNATE PHONE \_\_\_\_\_

E-Mail \_\_\_\_\_

**LIST IN LIKE GROUPS: Necklaces, Earrings, Brooches, etc. Please print out form and bring with you.**

ITEM#	DESIGNER	TYPE	MATERIAL	STONE	PRICE INFO.
	James Avery, Coro, Tiffany, etc.	Brooch, Necklace, Clip Earrings, etc.	Sterling, 14K, Goldtone, etc.	Turquoise, CZ, Topaz, etc.	Purchase price, etc.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

**PLEASE PRINT CLEARLY** Attach additional pages as needed for all items to be consigned.

All items accepted for consignment must be clean, in good condition, and acceptable to the Shop. Watches must have batteries and be in working condition. Pierced post earrings need backs. If a consigned item does not meet these requirements, it will become a donation to the Shop. By signing this, I attest to the authenticity of each designer piece. If item(s) are determined to be counterfeit, they will be discarded. Trademark and trade infringements are protected by the law. All items are priced at the discretion of The Blue Bird Circle Resale Shop.

**JEWELRY CONSIGNMENT CONTRACT TERMS AND JEWELRY CONSIGNMENT FORM READ AND AGREED TO BY CONSIGNOR:**

\_\_\_\_\_  
CONSIGNOR

DATE \_\_\_\_\_

Received By: \_\_\_\_\_  
BLUE BIRD CIRCLE SHOP REPRESENTATIVE

DATE \_\_\_\_\_

# THE BLUE BIRD CIRCLE RESALE SHOP CONSIGNMENT CONTRACT FOR JEWELRY

1. THE BLUE BIRD CIRCLE RESALE SHOP (the "Shop") accepts consignment jewelry and accessories on a "drop-off" basis or by appointment. Such consignments must meet the following requirements: All items accepted for consignment must be clean, in good condition and acceptable to the Shop. Watches must have batteries and be in working condition. Pierced post earrings must have backs. Each consigned item must be priceable for at least \$5.00. If a consigned item does not meet these requirements, it will be considered a donation to the Shop. Any piece designated a "designer piece" must be attested to by the consignor as to the item's authenticity. Consignor must list each item that constitutes a consignment.

**2. CONSIGNOR REPRESENTS AND WARRANTS TO THE SHOP THAT IT IS THE OWNER OF THE ITEMS CONSIGNED TO THE SHOP UNDER THIS CONTRACT, THAT THE ITEMS ARE CORRECTLY REPRESENTED ON THIS CONTRACT AND THAT CONSIGNOR HAS FULL LEGAL AUTHORITY TO CONSIGN THESE ITEMS. CONSIGNOR ACKNOWLEDGES THAT THE SHOP IS RELYING ON THIS REPRESENTATION AND WARRANTY IN ACCEPTING THE ITEMS THAT ARE CONSIGNED FOR SALE UNDER THIS CONTRACT.**

3. Consignor agrees that it is the exclusive right of the Shop (1) to determine if the items brought to the Shop by a consignor meet the Shop's requirements for sale in the Shop, (2) to determine the price of all items in consignments, and (3) to determine the markdown policy.

4. Jewelry contracts expire three (3) months from the date the consignment was priced. Consignors will be paid 60% of the selling price of all items sold during the contract period and will be paid by mailed checks only. There is a \$5.00 minimum on consignment checks; lesser amounts may accumulate and pay at a later date. A \$0.75 processing/handling fee per check will be deducted from each consignor check issued. NO CHECK WILL BE REISSUED UNTIL NINETY (90) DAYS AFTER ORIGINAL DATE OF ISSUE.

5. The consignor agrees and acknowledges that the Shop, The Blue Bird Circle and its officers, directors, agents, employees and volunteers assume no responsibility or liability for the loss or damage to the goods consigned to the Shop, including, without limitation, any loss or damage occasioned by negligence.

**6. IN CONSIDERATION OF THE EXECUTION OF THIS CONTRACT, CONSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, REMISES, CANCELS, ACQUITS AND DISCHARGES THE SHOP FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, CONTROVERSIES OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, OF ANY NATURE WHATSOEVER, RELATING TO OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE OCCURRENCES.**

7. By execution hereof, Consignor represents, covenants, and warrants that none of the claims released herein by Consignor have been in any manner conveyed, assigned or transferred, or purported to be conveyed, assigned or transferred, in whole or in part, to any third party, and that no person or entity has been subrogated to the rights, claims or interests of Consignor.

**8. CONSIGNOR HEREBY AGREES TO INDEMNIFY AND FOREVER HOLD THE SHOP AND THE BLUE BIRD CIRCLE HARMLESS FROM ANY AND ALL LIABILITY, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEY FEES AND EXPENSES THAT MAY BE INCURRED BY THE SHOP OR ANY OF ITS REPRESENTATIVES, EMPLOYEES OR AGENTS ARISING OUT OF OR IN ANY MANNER RELATED TO THE CONSIGNED ITEMS COVERED BY THIS CONTRACT.**

9. All parties hereto represent, covenant and warrant that they or their duly authorized representatives have read this Contract and fully understand it, and that they have executed this Contract with the intent to be fully bound according to its terms, that in signing this Contract, they have relied solely on their own knowledge or their own duly authorized representatives' knowledge and judgment and not in reliance upon any representation, warranty, advice, statement or action of any kind of the other parties, except to the intent that such representations, warranties, advice, statements or action may be contained in this Contract. No party acted under duress or was otherwise forced to execute this Contract. This Contract shall be binding upon and inure to the benefit of Consignor and the Shop only. There are no third party beneficiaries.

10. This Contract sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all previous contracts and discussions between the parties as to the matters herein addressed. No party shall be bound by any representation with respect to the subject matter of this Contract other than as expressly set forth herein. This Contract may be amended or modified only in writing, signed by all parties hereto. This Contract shall constitute the entire contract between the parties, and there are no contracts, representations, or warranties of any kind except as expressly set forth in this Contract.

11. This Contract shall be construed in accordance with the laws of the State of Texas and the parties agree that exclusive venue for the interpretation or enforcement of this Contract shall be in a state court of competent jurisdiction located in Houston, Harris County, Texas.

12. If any provision of this Contract is or may be held by a court of competent jurisdiction invalid, void or unenforceable to any extent, the validity of the remaining parts, terms or provisions of this Contract shall not be affected thereby and such illegal or invalid part, term or provision shall be deemed not to be a part of this Contract. The remaining provisions shall nevertheless survive and continue in full force and effect without being affected or invalidated in any way.

13. The Shop, in its sole discretion, may list consigned items on e-Bay or any other sales venue, whether online or not, if the Shop determines that the consigned item may be sold for a higher price in that venue. The Shop will pay all expenses associated with the sale of this item in the venue selected, and the Consignor will receive 60% of the final sales price, as provided in paragraph 4 of this Contract. All terms set out in this Contract apply to sale of a consigned item in an alternative venue.

By signature below, consignor acknowledges having read and agrees to all terms of this contract.

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CONSIGNOR

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DATE