# [Free Time] Consignor Contract

At Free Time, we believe in the power of shared experiences: we value the collaborative relationships we have with our consignors. By giving your gear a second life, we're working together to build community.

## **Consignor Expectations**

By agreeing to this contract, you confirm that you are the owner of the item(s) you wish to consign. Any consignor found to have stolen items on their account will be banned from the store and reported to local authorities. Free Time reserves the right to refuse business to anyone who wishes to consign or purchase items in store at any time, and for any reason. You remain the owner of all consigned items, unless otherwise detailed in this agreement, until sold.

Free Time creates an account for each consignor that is accessible on our website and via the Ricochet Go app. Consignors are responsible to monitor items on their account and keep contact information up to date. We encourage all consignors to download the Ricochet Go app to be notified of expiring items.

## **Gear Expectations**

All items must be clean and fully functional. Free Time reserves the right to refuse any items based on condition, brand, season, or any other reason. If an item is accepted and later found to not meet these criteria, you will be notified and will have 10 days to reclaim the item— after which time it will be donated at the discretion of Free Time.

Free Time reserves the right for customers to try on, try out, or use any equipment in a manner that will not degrade the price or lifespan of the equipment. If the customer or staff damages the product in the process, they will be charged the full list price. If the item is damaged through what would be considered 'regular use' (pulling on a zipper on a jacket) then the consignor will be contacted and will need to pick the item up or have it donated.

### **Consignment Pricing**

Pricing gear is both a science and an art. Free Time takes many aspects into consideration when pricing items, including industry knowledge, MSRP, age, condition, current inventory, local demand, and other factors to determine fair market value. Free Time also reserves the right to change the price on any item under \$250 at any time without informing the consignor.

For significant price changes on items over \$250, the consignor will be contacted before any change is made. It is the responsibility of the consignor to login to their account within 48 hours of drop off to verify prices. If the consignor is unhappy with a price, they can reach out to Free Time by phone or email to adjust the price. Once the item sells, adjustments to pricing cannot be made.

#### **Auto-Aging Discounts & Item Expiration**

Free Time operates on a two-season model and accepts items based on the summer/winter seasonal timeline. All items are accepted on a 90 day contract, and an auto-aging discount is applied to every item received. An initial price is set for an item and every 30 days the item sits on the shelf, it is discounted by 10% automatically until the end of the term. Free Time will not contact the owner before items expire, and it is the owners responsibility to keep track of item expiration dates in their account. The owner is free to pick the item up any time before the item(s) expire. Consignors must retrieve unsold items within 10 days of expiration or the item will become store inventory and may be donated or sold as store property.

#### **End of Season Sale**

At the end of the winter and summer season, Free Time will hold a sale to clear out any remaining seasonal inventory. Items will go on sale for up to 50% of their current aged price. The discount will be split between the store and the consignor. Consignors will receive an email leading up to each end of season sale reminding them to retrieve any items they do not want included in the sale.

#### Sales & Returns

Free Time reserves the right to put any number of items on sale for any price at any time without notifying the consignor. This typically occurs when there is a large amount of one type of item in the store, such as fleece in the winter, or shorts in the summer. When items are put on sale, the decrease in sale price is split between the consignor and Free Time.

Typically, Free Time does not accept returns. However, there are some exceptions. Some examples include if a binding or boot is deemed unsafe by local ski technicians, if an item breaks as soon as the customer uses it, or other scenarios at the discretion of Free Time staff.

If a return is processed and the amount has not yet been paid out, the amount will be split as per the original split and the consignor may see a reduction of balance in their account.

#### Store Credit & Payout

Once an item sells, the consignor is credited with their portion of the sale. Free Time takes a commission of each sale based on the original list price of each individual item. Pay scale is broken down as follows:

\$1 - \$150: 50% - 50% split between consignor & consignee

\$151 - \$300: Consignor 60% - 40%

\$301 - \$450: Consignor 70% - 30%

\$451 and up: Consignor 80% - 20%

Once an item sells, the consignor's portion is added to their account, which can be accessed through their Ricochet profile. Consignor credit is available immediately after the sale of an item, and consignor credit balance can be checked anytime online or in store by Free Time employees. Consignor Credit is valid for a 10% increase in the total balance on the account when the consignor uses the full balance in a single transaction on purchases in store, excluding purchases of store-owned retail products.

Payout is available via e-transfer or check for the full amount on file. It is the consignors responsibility to request a payout either by email, phone, or inperson. A payout will never be initiated automatically by Free Time. E-transfer payouts are available every Friday; checks are available in store at any time.

Free Time will allow consignors to keep earnings in their accounts for one year past the most recent purchase or sale of an item in store. After one year of inactivity on a consignment account, consignor credit will be transferred to store credit only.

## Liability

Free Time will show respect and care for consigned items. In the event of damage or loss due to theft, fire, water, vandalism, or other adverse events, our liability is limited to the most recent list price at the time minus Free Time's commission. The payout amount for each item that is damaged or lost will be added to the consignor's account, after which the consignor may request payout or use the balance for in store credit.

The consignor releases all claims against Free Time beyond the above payout and/or damage reimbursement amount including claims against Free Time's insurer(s) and Free Time's insurance coverage.

I agree to these terms of service.

Consignor Signature:	Date: