



CLOTHING CONSIGNMENT AGREEMENT

Agreement made this _____ (Month) _____ (Day), 201__ by and between
_____ ("Consignor")

and Spoiled!, with the address of 8178 Melrose Avenue, Los Angeles, CA 90046.

SCOPE OF AGENCY:

Consignor appoints Spoiled! to act as Consignor's exclusive agent for the exhibition and sale of the items identified on a specified List of Inventory. Additional List(s) of Inventory may be incorporated to the Contract at any time.

CONDITIONS OF ACCEPTANCE:

Items are only accepted in new, excellent and like new conditions. All items must be gently worn to like-new condition. Any clothing with odors, stains, tears, fading, broken zippers, missing or broken buttons, will not be accepted. Consignor represents and warrants that he/she is the sole owner of the item(s) on consignment. Items sent which are not accepted by Spoiled!, will be shipped back to the Consignor at Consignor's cost within 7 days of notice (one phone call, message or email) or will be donated to a charity chosen by Spoiled!

AUTHENTIC ITEMS ONLY:

Consignor represents and warrants that items consigned are 100% authentic and as represented.

CONSIGNMENT PERIOD:

Consignment period is 60 calendar days from appearance of the items on the Spoiled! website (the "Consignment Period").

PRICING:

Spoiled! has the sole discretion in determining the pricing on all items. The pricing determined by Spoiled! will be a function of market value, condition and appearance with the intention to sell the item with the highest potential profit. Spoiled! reserves the right to re-price items at any time.

All items left after the end of the Consignment Period will be donated to a charity chosen by Spoiled or returned to the Consignor, upon consignor's discretion.

PAYMENT:

Forty percent (40%) of the selling price will be paid to the consignor (except for where proceeds are donated to charity). Payments are made once a month for sales made the prior month and are mailed via United States Postal Service, PayPal (upon request and consent to fees by PayPal) or by check. Spoiled! shall furnish consignor with a statement of items sold, price, consignor's share and donation, if any, with each payment remittance.

LIABILITY:

Spoiled! is not responsible for any loss or damage to items. Including, but not limited to damage caused by, theft, fire, flood, any types of stains/tears, loss and any other damages or losses without exclusion.



SHIPMENT OF ITEMS BETWEEN CONSIGNOR AND SPOILED!:

Packing, shipping, insurance and other handling expenses for items from Consignor to Spoiled! shall be borne by Consignor. Spoiled! is not responsible for lost packages.

PROMOTION OF ITEMS:

Spoiled! shall use its best effort to promote, display and sell items on its web-site and/or in its store at Melrose Ave., Los Angeles and shall have no obligation to promote items in any other manner.

MODIFICATIONS IN WRITING ONLY:

All modifications, deletions, additions or amendment to this Contract must be in writing and signed by both parties.

ENTIRE AGREEMENT:

This Contract and List(s) of Inventory constitutes the entire agreement between the parties hereto.

GOVERNING LAW:

This Contract and its enforcement shall be governed by and construed in accordance with the law of the State of California, without regard to the State of California principles of conflicts of law. The parties agree that any action or proceeding against another party hereto, arising out of or relating to the contract shall be brought only in the courts of California.

By signing below, you authorize Spoiled! to sell your items on consignment pursuant to the terms described herein.

Consignor Signature: _____ Date: _____

Consignor Name (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: (_____) _____

E-mail address: _____