

Consignment Agreement

The Magic Flute, Ltd., 182 Northgate One, San Rafael, CA, 94903
(415) 479-3112, www.themagicflute.com

Consignor Name:		Date:	
Address:		Cust. Acct. #	
		Reference #:	
Home Phone:			
Work Phone:			
Cell Phone:			
Email:		MF Agent Init:	

<u>ITEM(S) ON CONSIGNMENT</u>

Condition:	<input type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Fair	MF Agent Init:	
		Seller Init:	
Damage or Blemish: (describe)		MF Agent Init:	
		Seller Init:	
Preferred Payout Method:	<input type="checkbox"/> Company Check <input type="checkbox"/> Store Credit	MF Agent Init:	
		Seller Init:	
Agreed Upon Sale Price:	\$ _____ Revised Sale Price: \$ _____, Date: _____ Explanation: _____ _____	MF Agent Init:	
		Seller Init:	

Item Sale Price	Seller %, Co Check Payout	Seller %, Store Credit Payout		
\$50 - \$150	60%	65%	MF Agent Init:	Seller Init:
\$151 - \$999	70%	75%		
\$1,000 +	75%	80%		

The undersigned hereby agree to the following consignment terms:

This Agreement gives The Magic Flute (Consignee) an exclusive right for 60-days from the Agreement date to sell the item(s) listed above at the agreed upon sale price ("sell price"). Item(s) will be sold below the agreed upon minimum sale price only upon approval of Consignor. This agreement will remain in effect until either the item(s) is sold, or is picked up by

the Consignor after the initial 60-day period. Upon sale of the item(s), the appropriate payout amount will be provided to the Consignor via either company check (for in person pick up or to be mailed via USPS) or store credit within 15 days of the date of the sale of the item(s).

If Consignor decides to reclaim their item before the end of the initial 60-day period, they agree to pay a handling fee of 5% of the Agreed Upon Sale Price.

Consignee will only accept items that are in working condition. If the instrument being consigned is in the brass or woodwind family, regardless of condition, we require that it be professionally cleaned by The Magic Flute Repair Shop before it can be consigned. If a consigned item needs service to bring it to working condition, the Consignor pays all labor and parts costs. All repair services must be paid as a transaction separate from this Agreement before the consignment is accepted.

Consignee will utilize various channels to promote the availability of the consigned product as business resources are available. Though our interests in selling the consigned product are aligned, this agreement does not include specific promises in terms of timing, sell price, or marketing support.

If the consigned instrument does not sell by the end of the 60-day period, Consignor is welcome to leave the instrument with Consignee, under the same terms. At this point, Consignor can claim their instrument back at any time and equally, Consignee can decline to continue selling it.

Consignor's Signature: _____ **Date:** _____

Magic Flute Representative: _____ **Date:** _____