

Maryland Saddlery, Inc., Consignor Contract

14924 Falls Rd, Butler MD 21023 410-472-3200

READ THESE TERMS AND CONDITIONS BEFORE SIGNING THIS CONTRACT ON THE REVERSE SIDE

ITEMS FOR CONSIGNMENT:

1. Saddles, bridles, bits, harnesses, books, pictures, and other equine related items and equipment, and riding clothing, including lightly used jackets, ratcatchers, paddock boots, field boots, dress boots, breeches, jodhpurs, chaps, half chaps, safety vests, schooling wear, etc. may be accepted for consignment. Items not in good and clean condition shall not be accepted for consignment.
2. Consignors sending potential consignment items by mail or other means have the option, when such items are deemed unacceptable by **Maryland Saddlery**, of having items returned to Consignor, at Consignor's sole cost and expense. Consignors not arranging for such pre-paid return forfeit all right, title and interest in such items, which shall be disposed of in the sole discretion of **Maryland Saddlery**.
3. **Maryland Saddlery** shall determine the acceptability of, and has the right to refuse or return, any item to Consignor.
4. Helmets, dry rotted strap goods, dangerous tack, used brushes, and used horse blankets are not accepted for consignment.

PROCEDURE:

1. Consignments may be accepted by chance or by appointment.
2. Consignor shall receive a copy of the signed Consignor Contract, which includes an Item List on its reverse side.
3. A new Consignor Contract shall be signed each time any new item is consigned.
4. At the time of each consignment, Consignor shall choose a payment method of either **Maryland Saddlery** Store Credit or Check, minus applicable fees and commissions. Failure to designate a payment method shall result in payment in the form of **Maryland Saddlery** Store Credit.
5. Unless specified by Consignor, **Maryland Saddlery** shall determine pricing on all consigned items.
6. For a consigned saddle: With guidance by Consignor, a selling price and a "negotiable to" minimum selling price shall be established at the time of consignment. **Maryland Saddlery, in its sole discretion**, shall negotiate the purchase price for consigned saddles, on behalf of Consignor, down to the specified minimum price.
7. Unsold goods other than saddles shall be picked up prior to the Contract expiration date.
8. Saddles may be re-consigned after expiration of a Consignor Contract.
9. All articles are consigned for a period of four months/120 days. Consignor is solely responsible to keep track of the Consignor Contract expiration date.
10. Any unsold item that remains in **Maryland Saddlery** possession ten days after expiration of the Contract becomes the property of **Maryland Saddlery** and may be disposed of as **Maryland Saddlery** sees fit, including but not limited to donation to a charity.
11. Merchandise removed before the end of the consignment period shall incur a processing charge of \$5.00 per item.

NOTICE TO CONSIGNOR:

Prospective purchasers may take items out for trial and may test-ride saddles. **CONSIGNOR SHALL INDEMNIFY, RELEASE, DEFEND, AND HOLDS HARMLESS FOREVER Maryland Saddlery, Inc.,** its officers, directors, shareholders, employees, successors and assigns from any and all claims and liabilities, of whatsoever kind (including but not limited to attorneys' fees), arising from or connected to the consigned goods. **Maryland Saddlery** shall use all conventional safeguards in the handling and displaying of consigned goods but has no legal responsibility for items left on consignment.

PAYMENT:

1. Upon sale of a consigned item, **Maryland Saddlery** Store Credit promptly shall be issued to a **Maryland Saddlery** store account unless Consignor has specified payment by check. **Maryland Saddlery Store Credit for consigned items expires fourteen (14) months after the date posted.** Consignor is solely responsible to track the expiration date for any store credit.
2. A check for items sold shall be issued the month following sale, if Consignor specified payment by check.
3. If payment is to be by check, **Maryland Saddlery** is entitled to a **30% commission** on saddles.
4. If payment is to be by check, **Maryland Saddlery** is entitled to a **50% commission** on items other than saddles.
5. If payment is to be by **Maryland Saddlery** Store Credit, **Maryland Saddlery** is entitled to a **25% commission**.