MERCH RELOVED

Loved. Shared. Reworn.

CONSIGNOR AGREEMENT

The Merchantile of Phoenix LLC
730 E Missouri Ave, Phoenix, AZ 85014

Welcome to Merch Reloved! We're so glad you're joining our community of local consignors.

Merch Reloved allows you to rent a dedicated rack inside The Merchantile of Phoenix LLC to sell gently used, contemporary women's clothing, shoes, and approved accessories directly to our shoppers.

By booking a Merch Reloved rack, you acknowledge that you have reviewed and agree to the terms and conditions below.

CONSIGNOR & RESERVATION INFORMATION

Consignor Name: _____

Email: _____

Phone: _____

Booth / Rack #: _____

Rental: Monthly Rental Cycle — $50

Stocking Appointment Date: _____

Pickup Date: _____

1. RENTAL PERIOD

Merch Reloved offers a monthly rack rental cycle for $50.

Rental fees are due in full at the time of booking.

Reservations close one week prior to the scheduled stocking date.

New rental cycles begin on the first Thursday of each month. Consignors must bring their inventory to Merch Reloved during their scheduled drop-off appointment on the Thursday for which they booked and paid.

Merchandise will become available for customer shopping beginning the next day (Friday) and will remain available through the rental cycle. Each rental cycle concludes on the Tuesday immediately preceding the first Thursday of the following month, when the next rental cycle begins. All remaining merchandise must be picked up on that Tuesday at any time during regular store hours; no appointment is required. The exact pickup date will be included in the consignor's booking confirmation and welcome email.

Please see the Unclaimed Merchandise Policy below for information regarding merchandise that is not picked up by the required deadline.

2. CONSIGNOR RESPONSIBILITIES

Consignors are responsible for:

• Pricing all merchandise.

• Completing and securely attaching a Merchantile-supplied tag to every item, including the consignor identification and selling price.

• Stocking and styling their assigned rack during their scheduled appointment.

• Maintaining a clean, organized, attractive, and shop-ready display.

• Keeping all merchandise within their designated Merch Reloved rack and shelf space.

• Picking up all remaining merchandise on the Tuesday immediately preceding the first Thursday of the following month, during regular store hours; no appointment is required.

• Restocking merchandise during the rental period, if desired, according to Merch Reloved guidelines.

• Ensuring all restocked merchandise is properly tagged before being placed on the sales floor.

• Completing their SimpleConsign account and direct-deposit setup as instructed.

Untagged or improperly tagged merchandise will be removed from the sales floor and will not be available for purchase. Merch Reloved staff will not determine ownership or assign pricing on behalf of the consignor. If ownership or pricing cannot be verified before the end of the rental period, the item must be picked up with the consignor's remaining merchandise and will be subject to the Unclaimed Merchandise Policy if it is not retrieved by the required deadline.

The Merchantile of Phoenix LLC may require a consignor to remove excess merchandise or reorganize a rack that is overcrowded, unsafe, or difficult for customers to shop.

3. MERCHANDISE STANDARDS

Merch Reloved accepts women's clothing and approved fashion accessories that fit the Merch Reloved customer and shopping experience.

Approved accessory categories include:

• Shoes

• Handbags

• Hats

• Scarves

• Other approved fashion accessories

Jewelry is not accepted.

All merchandise must be:

• Clean and freshly laundered.

• In good or lightly used condition.

• Modern, contemporary, trendy, or trendy vintage women's clothing and accessories appropriate for the current Merchantile customer.

• Free of stains, holes, odors, excessive wear, pet hair, or damage.

• Properly tagged and priced.

The Merchantile of Phoenix LLC reserves the right to refuse or remove merchandise that does not meet Merch Reloved standards.

Merchandise that is not modern, contemporary, in style, or consistent with the Merch Reloved shopping experience may also be removed at The Merchantile of Phoenix LLC's discretion.

The following merchandise is not permitted:

• Fast-fashion merchandise such as SHEIN, boohoo, cider, and similar brands

• Counterfeit or replica merchandise

• Recalled or unsafe products

• Dirty, stained, heavily worn, damaged, or odorous merchandise

• Offensive, discriminatory, political, profane, pornographic, or explicit merchandise

• Men's or children's merchandise

• Jewelry

• Undergarments or intimate apparel

• Merchandise prohibited by law

Removal of an item from the sales floor does not entitle the consignor to a refund or credit for the rack rental.

4. PRICING

Consignors determine the selling price of their merchandise.

The Merchantile of Phoenix LLC does not determine final pricing on behalf of the consignor.

Consignors are encouraged to price merchandise reasonably and in line with comparable resale value. Final pricing decisions remain the responsibility of the consignor.

The Merchantile of Phoenix LLC will not change a consignor's price without authorization except where required to correct an obvious tagging or system error.

5. SALES & COMMISSION

The Merchantile of Phoenix LLC retains a 33% commission calculated from the merchandise selling price before sales tax.

The consignor receives 67% of the merchandise selling price before sales tax, less applicable processing fees.

A 1.5% credit-card processing fee will be deducted from the consignor's proceeds only when an item is purchased using a credit card.

The credit-card processing fee does not apply to cash transactions.

Merch Reloved merchandise is not eligible for storewide discounts, coupons, promotions, or vendor discounts. If The Merchantile of Phoenix LLC separately funds an employee discount on a Merch Reloved purchase, the consignor's proceeds will not be reduced and will be calculated from the item's full pre-tax selling price.

6. RETURNS & EXCHANGES

ALL MERCH RELOVED SALES ARE FINAL.

No returns, exchanges, refunds, or store credits will be issued on merchandise purchased through Merch Reloved unless otherwise required by applicable law.

By participating in Merch Reloved, consignors acknowledge and agree that their merchandise is sold on a final-sale basis.

Customers are encouraged to carefully inspect merchandise prior to purchase.

7. CONSIGNOR PAYOUTS

Consignor payouts are issued exclusively by direct deposit through SimpleConsign. Store-credit payouts are not available.

Consignors are responsible for completing their SimpleConsign account after receiving an email invitation from SimpleConsign.

The email will prompt the consignor to create their account, where they can:

- View sales activity.
- Review their consignor account.
- Securely enter their direct-deposit information.

Consignors must complete their account and direct-deposit information prior to their stocking appointment.

One $2.50 ACH processing fee will be deducted from each monthly direct-deposit payout.

All payouts are processed monthly and will be issued by the 6th of the month following the completion of the consignor’s rental period.

The Merchantile of Phoenix LLC is not responsible for payout delays caused by incomplete or incorrect banking information provided by the consignor.

8. STOCKING, RESTOCKING & PICKUP

Initial Stocking

Initial stocking appointments are booked in advance and held on designated Thursdays.

Appointments are approximately one hour.

During the stocking appointment, consignors will:

• Bring their approved merchandise.

• Price and tag merchandise on-site using supplies provided by The Merchantile of Phoenix LLC.

• Stock and style their assigned rack.

The rental period begins the next day.

If a consignor does not attend their scheduled Thursday stocking appointment, no alternate stocking date will automatically be provided, the rental fee will remain nonrefundable, and The Merchantile of Phoenix LLC may reassign the rack unless The Merchantile of Phoenix LLC approves another arrangement.

Restocking

Consignors may straighten and restock their rack as often as desired during the rental cycle, during regular store hours Monday–Friday. No appointment is required.

All new merchandise must meet Merch Reloved standards and must be properly tagged before being placed on the sales floor.

Restocking may not result in an overcrowded or unsafe rack.

Pickup

Pickup does not require an appointment.

Consignors must collect all remaining merchandise on the Tuesday immediately preceding the first Thursday of the following month at any time during regular store hours. No pickup appointment is required.

If a consignor anticipates or experiences an issue that may prevent timely pickup, the consignor must contact The Merchantile of Phoenix LLC as soon as possible. Any alternate pickup arrangement must be approved in writing and is not guaranteed.

If a consignor is unable to pick up their merchandise by the required deadline, The Merchantile of Phoenix LLC may take down the rack and hold the merchandise for up to one additional week for a $15 late-pickup fee.

The late-pickup fee may be paid at pickup or invoiced separately.

When merchandise is moved into the additional one-week hold period, The Merchantile of Phoenix LLC will send a final notice to the consignor's email address on file.

Merchandise not collected by the end of the additional one-week hold period will be considered abandoned. By accepting this Agreement, the consignor expressly authorizes The Merchantile of Phoenix LLC to donate or otherwise dispose of the merchandise and relinquishes all ownership rights in those items.

9. LOSS, THEFT, DAMAGE & LIABILITY

The Merchantile of Phoenix LLC takes reasonable steps to deter theft and protect merchandise, including maintaining security cameras, staff presence, and routine store oversight. We care about the merchandise entrusted to our store and will make reasonable efforts to maintain a safe and secure retail environment.

Despite these precautions, The Merchantile of Phoenix LLC cannot guarantee that merchandise will remain free from loss, theft, damage, or other unexpected events. Participation in Merch Reloved is therefore at the consignor's own risk.

The Merchantile of Phoenix LLC is not responsible for merchandise that is:

- Lost
- Stolen
- Misplaced
- Damaged or vandalized
- Affected by fire or water
- Accidentally damaged by customers or other parties
- Affected by circumstances beyond The Merchantile of Phoenix LLC's reasonable control

By participating in Merch Reloved, the consignor acknowledges and accepts these risks.

10. CANCELLATIONS & REFUNDS

Consignors may receive a full refund of their $50 rental fee when a cancellation is made at least fourteen (14) calendar days prior to the scheduled stocking appointment/rental start date.

Consignors cannot cancel or reschedule their appointment through Acuity Scheduling. All cancellation or scheduling-change requests must be submitted directly to The Merchantile of Phoenix LLC.

Submitting a request does not automatically initiate or guarantee a refund. Refund eligibility is determined under this policy.

Refund requests made at least 14 calendar days in advance will be processed back to the original payment method whenever possible.

Cancellations made fewer than fourteen (14) calendar days prior to the scheduled stocking appointment/rental start date are nonrefundable. This includes late cancellations, failure to attend the scheduled stocking appointment, no-shows, or deciding not to participate after the 14-day refund deadline.

A consignor's unused rack may be offered to another person or someone on the Merch Reloved waitlist. Filling the canceled space does not create a refund entitlement after the 14-day cancellation deadline.

Rental fees may not be transferred to another rental month.

The Merchantile of Phoenix LLC reserves the right to cancel or reschedule a reservation due to unforeseen circumstances. If The Merchantile of Phoenix LLC cancels a rental and cannot provide a reasonable alternative rental date, the consignor will receive a refund of the applicable rental fee.

11. MERCH RELOVED WAITLIST

Because Merch Reloved rack availability is limited, prospective consignors may join the Merch Reloved waitlist through The Merchantile of Phoenix LLC website when a rental cycle is full.

Joining the waitlist:

- Does not guarantee a rack.
- Does not constitute a reservation.
- Does not require payment.
- Does not guarantee placement in a particular rental month.

If a rack becomes available, The Merchantile of Phoenix LLC may contact individuals from the waitlist.

A rack is not considered reserved until the selected consignor has completed the required booking process, agreed to the Merch Reloved terms, and paid the full rental fee through Acuity Scheduling.

12. THE MERCHANTILE'S RIGHTS

The Merchantile of Phoenix LLC reserves the right to:

- Refuse merchandise that does not meet Merch Reloved standards.
- Remove merchandise that violates this Agreement.
- Remove merchandise that is damaged, unsafe, inappropriate, or improperly tagged.
- Remove merchandise that is not modern, contemporary, trendy, or appropriate for the Merch Reloved customer.
- Require an overcrowded or poorly maintained rack to be reorganized.
- Remove excess merchandise from the sales floor.
- Refuse future participation following repeated or serious policy violations.
- Cancel a consignor's participation for failure to follow program requirements.
- Modify reasonable operational policies as needed to maintain or improve the Merch Reloved program.

Material changes affecting an already-booked rental will be communicated when appropriate.

13. MERCHANDISE GUIDANCE

Consignors should review the Merch Reloved Seller Guide for additional information, including:

- Recommended brands
- Merchandise categories
- Pricing suggestions
- Merchandising tips
- Rack presentation guidance
- Best-selling product recommendations

The Seller Guide is intended to provide helpful guidance and does not replace or modify the terms of this Agreement.

14. GOVERNING LAW & ENTIRE AGREEMENT

This Agreement is governed by the laws of the State of Arizona.

This Agreement, together with any Merch Reloved program guidelines expressly incorporated into it, constitutes the understanding between the consignor and The Merchantile of Phoenix LLC regarding participation in Merch Reloved and supersedes prior discussions or representations regarding the program.

If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

15. AGREEMENT & ACKNOWLEDGMENT

By booking and paying for a Merch Reloved rack, I acknowledge that:

• I have read and understand this Consignor Agreement.

• I agree to follow the Merch Reloved policies and merchandise standards.

• I understand the rental fee, commission, processing fees, and payout terms.

• I understand that all merchandise sales are final.

• I understand the 14-day cancellation and refund policy.

• I understand that I must contact The Merchantile of Phoenix LLC directly to cancel and request an eligible refund.

• I understand that cancellations made fewer than 14 calendar days before my scheduled rental start date are nonrefundable.

• I accept the risks related to loss, theft, or damage described in this Agreement.

• I understand that failure to comply with these policies may result in removal of merchandise, termination of my rental, or exclusion from future participation in Merch Reloved.

Reservations close one week prior to the scheduled stocking date.

By electronically acknowledging this Agreement through Acuity Scheduling, I agree that my electronic acceptance constitutes my acknowledgment and agreement to these terms.

Consignor Name: _____

Electronic Agreement / Signature: _____

Date: _____

The Merchantile of Phoenix LLC

730 E Missouri Ave, Phoenix, AZ 85014

themerchantile.co