

JC DUNN HUNTERS

ESTATE-SALE PRODUCT CONSIGNMENT AGREEMENT

IMPORTANT TEMPLATE NOTICE

This document is a customizable business template, not legal advice. Consignment, consumer-sales, tax, lien and electronic-signature rules vary by state. Both parties should complete every blank and have local counsel review the agreement before signing.

1. PARTIES AND EFFECTIVE DATE

This Consignment Agreement (the **Agreement**) is entered into on the date below between the owner of the goods (the **Owner** or **Consignor**) and JC Dunn Hunters (the **Seller** or **Consignee**).

Effective date: _____	Agreement ID: _____
Owner legal name: _____	Owner phone: _____
Owner address: _____	Owner email: _____
JC Dunn Hunters legal entity name: _____	Seller email: _____

2. PURPOSE AND OWNERSHIP

Owner delivers the movable goods listed in the attached Item Inventory to Seller for evaluation, marketing and sale. Unless the parties separately agree in writing to a purchase, title to unsold goods remains with Owner. Owner represents that Owner has legal authority to consign the goods, that they are free of undisclosed liens or claims, and that their description and provenance are accurate to Owner's knowledge.

3. ITEM INTAKE AND INVENTORY

The parties will complete and sign an Item Inventory identifying accepted goods, quantity, visible condition, known defects, photographs when practical, and any minimum price or special instruction. Seller may decline items that are unsafe, unlawful, counterfeit, recalled, unsanitary, impractical to ship, or unlikely to sell. Items not listed as accepted are not covered by this Agreement.

4. TERM

The initial consignment period begins when Seller accepts possession and continues for _____ days. The term may be extended only by written agreement, including email. Either party may terminate under Section 13, subject to pending sales, returns and unpaid costs.

5. PRICING AND SALES CHANNELS

Seller may research, photograph, describe, bundle, discount and offer accepted goods through Whatnot, online marketplaces, live sales, private sales or other agreed channels. Owner authorizes Seller to set commercially reasonable prices unless a minimum price is written in the Item Inventory. Seller will not knowingly sell below an agreed minimum

without Owner's written approval.

6. SELLER SERVICES

Seller will provide reasonable product sorting, research, photography, listing, marketing, buyer communication and sale administration. Seller will also handle packaging, shipping coordination, buyer returns, refunds, disputes and customer service. Seller may use marketplace procedures and commercially reasonable judgment to protect customer satisfaction and account standing.

7. PACKAGING, SHIPPING AND RETURNS

Seller will select reasonable packaging and shipping methods. Packaging materials, postage, carrier charges, platform adjustments, return shipping and other direct order expenses are Selling Costs unless the parties write otherwise below. Seller may accept or issue a return, refund, partial refund or cancellation when required by law, marketplace policy, carrier decision, payment dispute or reasonable customer-service judgment. Returned goods remain subject to this Agreement and may be relisted if appropriate.

8. PROCEEDS, COSTS AND PROFIT SHARE

Gross Sales means amounts actually collected from buyers for the goods, excluding separately collected sales tax and buyer-paid shipping where those amounts are remitted directly to a platform or carrier. **Selling Costs** may include marketplace and payment fees, refunds, chargebacks, promotional discounts, packaging materials, seller-paid shipping, return costs and other item-specific expenses approved by this Agreement. **Net Proceeds** means Gross Sales less Selling Costs.

Owner share of Net Proceeds:	_____ %
JC Dunn Hunters share of Net Proceeds:	_____ %
Other agreed cost allocation or commission:	_____

The two percentage shares should total 100% unless a different written fee structure is stated. No estimate or expected price is guaranteed.

9. STATEMENTS AND PAYMENT

Seller will provide a reasonably itemized sales statement and pay Owner's share within _____ business days after the end of each calendar month / final settlement (circle one), except that Seller may hold a reasonable reserve for pending delivery, return, refund, dispute or chargeback periods. Payment method: _____. Seller may offset documented Selling Costs and amounts previously overpaid.

10. CARE, LOSS AND DAMAGE

Seller will exercise reasonable care while accepted goods are in Seller's possession. Ordinary wear, hidden defects, aging, manufacturer defects and events outside Seller's reasonable control are not Seller's responsibility except to the extent required by applicable law. The parties agree that Seller's maximum responsibility for a lost or negligently damaged item will be the mutually documented replacement value or agreed minimum price, less the Seller share and unavoidable costs, unless local law requires otherwise. Insurance arrangement, if any:

_____.

11. RECORDS AND TAXES

Each party is responsible for its own records, tax reporting and tax obligations. Marketplace-issued tax forms, sales-tax collection and information reporting will be handled according to the platform's procedures and applicable law. Owner will

provide any taxpayer information reasonably required for lawful reporting.

12. WARRANTIES, CONDITION AND COMPLIANCE

Owner will disclose known damage, missing parts, safety issues, authenticity concerns and material alterations. Seller may describe used or vintage goods according to observed condition and available information. Neither party may require the other to make a false or misleading claim. Mandatory consumer rights and warranties that cannot legally be waived remain in effect.

13. TERMINATION AND UNSOLD GOODS

Either party may terminate by _____ days' written notice. Seller may immediately stop sales for suspected fraud, illegality, safety risk, harassment, material breach or nonpayment of agreed expenses. After pending transactions and return windows are resolved, Owner will collect unsold goods within _____ days or pay agreed return-shipping costs. If Owner does not respond after at least two written notices and _____ days, the parties authorize the following disposition, subject to applicable law: _____.

14. COMMUNICATIONS AND APPROVALS

Written approvals and notices may be delivered by email, text message or signed document using the contact information in Section 1. Each party will promptly update changed contact information. Neither party may publish the other's private information without permission except as required for shipping, payment, marketplace compliance or law.

15. INDEPENDENT PARTIES; NO PROPERTY SALE

This Agreement covers the sale of movable products and personal property only. It does not authorize Seller to list, broker or sell land, a house or any other real property. The parties are independent contracting parties; this Agreement does not create employment, partnership, joint venture, fiduciary or real-estate agency relationships.

16. DISPUTES AND GOVERNING LAW

Before filing a claim, the parties will attempt in good faith to resolve the dispute through written discussion for at least _____ days. Governing state: _____. County and state for permitted court proceedings: _____. Optional mediation or arbitration terms, if any: _____. Nothing here waives rights that applicable law does not permit a party to waive.

17. GENERAL TERMS

This Agreement, its signed Item Inventory and written amendments are the entire agreement about the accepted goods. Changes must be in a writing accepted by both parties. If one provision is unenforceable, the remainder will continue to the extent lawful. A waiver once does not waive later enforcement. Electronic signatures and counterparts may be used to the extent permitted by applicable law.

18. SPECIAL INSTRUCTIONS

Use this space for excluded items, minimum prices, cost caps, storage arrangements, insurance, pickup deadlines or other negotiated terms.

19. ACKNOWLEDGMENT AND SIGNATURES

Each signer states that they have read the entire Agreement and attached inventory, had the opportunity to ask questions and seek independent legal advice, filled in all material blanks, and voluntarily agree to the terms.

OWNER / CONSIGNOR	JC DUNN HUNTERS / CONSIGNEE
Signature: _____	Signature: _____
Printed name: _____	Printed name / title: _____
Date: _____	Date: _____
Email copy sent to: _____	Email copy sent to: estates@jcdunnhunters.com

HOW TO COMPLETE: Download and save the PDF. Fill every blank, attach the signed Item Inventory, then sign using a PDF signing tool or print and sign by hand. Each party should keep a complete signed copy. Sending a file by email does not itself prove acceptance unless both parties have signed.

EXHIBIT A - ITEM INVENTORY

Attach extra pages and photographs if needed. Both parties should initial every page.

#	Item / brand / description	Qty	Condition / known defects	Minimum price	Accepted
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Owner initials: _____

JC Dunn Hunters initials: _____