



Forbes and Smith Outfitters

7080 Laurel Oak Drive, Suwanee, GA 30024

770-310-7022

forbesandsmith@gmail.com

CONSIGNMENT AGREEMENT

Consignor agrees to place the items listed below on consignment with WDE Holdings LLC / dba Forbes and Smith Outfitters in an attempt to sell them under the terms of this agreement. Forbes and Smith Outfitters agrees to accept the items listed for consignment sale under the terms of this agreement. Forbes and Smith Outfitters will:

- Inspect all of the items listed in this agreement, and will determine condition, functionality, and value. · Write up the description and specifications necessary in order to offer the items for sale.
- Will advertise and offer the items for sale, as it deems appropriate. Should client desire additional methods for advertising and promoting the sale of the consigned item including, but not limited to online auctions, those fees will be charged to the consignor.
- Any cleaning or gunsmith fees required to make the firearm or product functional will also be billed to the client to promote safe and sound sale.
- Forbes and Smith Outfitters will require a copy of consignor's driver's license as agreement is approved.

When the items consigned are sold and final payment is made by the buyer, the Consignor will receive their net amount within 30 days. The Consignor represents that they are the rightful owner of the items listed, and that the items are free of any encumbrance. The Consignor agrees that, as Forbes and Smith Outfitters is required to complete all inspections and specifications, prepare the items for sale, and advertise the items, that the items consigned will be left on consignment with Forbes and Smith Outfitters for a minimum of 60 days.

After 60 days, if not sold, consignor and Forbes and Smith Outfitters may discuss pick up of firearm or renew agreement in person within 15 days. If firearm is not picked up within 30 days after agreement expires, the firearm becomes property of Forbes and Smith Outfitters. While this agreement is in effect, Consignor agrees to grant the exclusive right to market and sell the items listed below to Forbes and Smith Outfitters.

ALL ITEMS MUST BE IN GOOD CONDITION AND CLEAN: Consignee reserves the right not to display any consigned item found on close inspection to be defective. Such items not reclaimed by the consignor within five days of notification, the firearm will become property of Forbes and Smith Outfitters.

LIABILITY: Consignee shall not be liable to Consignor for any loss or damage suffered to Consignor's merchandise, including, but limited to, loss or damage to such merchandise from fire, theft, or other casualty. Consignor hereby releases Consignee to the fullest extent possible from any and all claims or any nature in connection with or arising from the placement of Consignor's merchandise with Consignee. Consignor further covenants that he/she shall make no claim against Consignee or Consignee's insurance carrier for any damage to Consignor's merchandise.

Forbes and Smith Outfitters

If the Consignor decides to have consigned items returned, Federal Law requires that the Consignor complete all appropriate forms as if they were purchasing the firearms and pass the NICS 4473 background check and consignor agrees to pay \$35 transfer fee for ATF re-evaluation. If consignor fails either the documentation or NICS check the firearm becomes the permanent property of Forbes and Smith Outfitters.

FEES:

- 20% of the selling price of the items less than \$300, with a \$20 minimum
- 15% of the selling price of the items from \$301 to \$800
- 12% of the selling price of the items over \$801

Any shipping, auction, or listing fees will be deducted from consignor's final net. After all commissions, charges, and fees, a check will be issued to the Consignor for the balance.

Make _____ Model _____

Caliber _____ Accessories _____

Estimated Date of Manufacture _____

Manufacturer Model Serial Number _____

Consignment Start-End Date _____

Agreed upon retail asking price \$ _____

Forbes and Smith Outfitters (Print) _____

Signature _____ Date _____

Consignor (Print) _____

Signature _____ Date _____

Consignor Street Address City State Zip+4

Consignor Telephone Number(s) Cell _____

Home _____

Consignor SSN# or DL# _____ State _____

Email _____@_____