

WHEREAS, the Consignee is engaged in the sale and marketing of luxury designer items, jewelry, watches and/or fine art; WHEREAS, the Consigner owns certain items, described and itemized on Consignee's online and other forms, or collected by an employee of Consignee as part of its direct consignor service (collectively, the "Property"), and wishes to sell that Property; and WHEREAS, Consigner desires that the Property be sold on consignment by Consignee, and Consignee wishes to sell that Property on behalf of Consigner;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged, subject to the provisions of Consignee's Returns Policy and Terms of Service (see Consignee's website at [www.therealreal.com](http://www.therealreal.com)), as such may be amended from time to time, the Parties hereby agree as follows:

CONSIGNED PROPERTY - The Consigner will make the Property available to the Consignee on a consignment basis.

DELIVERY OF PROPERTY - Consignee accepts the Property from the Consigner on a consignment basis only. Consignee shall be responsible for the cost of retrieving the Property from Consigner and for arranging for transportation to one or more of Consignee's warehouse locations. Consignee assumes all risk of loss or damage to the Property while the Property is in transit.

ACCEPTANCE OF PROPERTY - Upon receipt of the Property, Consignee will evaluate it to determine its authenticity and quality. Items of Property that do not meet Consignee's authenticity or quality standards will be donated to charity or returned to the Consigner at the Consigner's option . Consigner acknowledges that Consignee will designate the product category applicable to the Property.

COUNTERFEIT ITEMS - Consigner will not provide counterfeit items for consignment hereunder. Notwithstanding anything to the contrary in this Agreement, Consignee reserves the right to confiscate counterfeit items. Consigner acknowledges and agrees that it is Consignee's policy that a consignor's personal information may be requested by rights owners looking to trace the origin of counterfeit items. In the event of any such request Consignee may provide such information in its sole discretion.

CONSIGNMENT PERIOD - The "Consignment Period" for an item of Property shall begin on the date the Property is received by Consignee and shall end 180 days after acknowledgment of receipt, except in the case of Fine Art pieces, for which the Consignment Period shall end one year after acknowledgement of receipt. The Period may be extended upon mutual consent of both parties.

EFFORTS TO SELL - Upon acceptance of the Property, Consignee will display the Property and will make commercially reasonable efforts to sell the Property. The price will be set by Consignee, and may be changed from time to time by the Consignee without notice to the Consigner. Consignee reserves the right to run promotions on its website and other properties to offer discounts to its customers and items may be placed into Consignee's sales as part of its ongoing sales efforts.

TITLE TO PROPERTY - Title to and ownership in the Property will remain with the Consigner until a Property Sale, as defined below. A "Property Sale" shall be deemed to have occurred if an item of Property is: sold by Consignee;lost or stolen from Consignee's stock on hand; damaged or destroyed while in Consignee's possession; or otherwise not physically present in Consignee's stock on hand.

PAYMENT AND COMMISSIONS - On the sale of any item of Property, the Consigner will receive the following Commission (as defined below):  
An amount equal to 60% of the net selling price, excluding tax and shipping, of items sold totaling \$7,499 or less in annual sales  
An amount equal to 70% of the net selling price, excluding tax and shipping, of items sold totaling \$7,500 or more in annual sales  
The 70% Commission rate will reset to 60% at the Termination Date. From time to time, Consignee may, at its sole discretion, increase the Commission for promotional or other reasons.  
The difference between the net selling price and the amount paid to Consignee (the "Commission") shall be Consigner's sole compensation under this Agreement. The net selling price reflects all applicable sales commissions, stylist referral fees, promotions and other discounts applied directly to or associated with the sold item. The RealReal issues checks for Commissions on the 15th day of every month for a sale period beginning on the 1st of prior month to the last day of the previous month. For example, checks issued on April 15th would cover the sale period from March 1–March 31.

RISK OF LOSS; DAMAGE - All risk of loss or damage of the Property will pass to the Consignee when the Property is in the Consignee's physical possession. The Consignee shall insure the Property in such amounts and against such risks as to which such goods are customarily insured, including insurance for theft and damage, and shall provide evidence of such insurance coverage to the Consigner as and when requested. If the Property is damaged or lost while in the Consignee's physical possession, a Property Sale will be deemed to have occurred and the Consignee will reimburse the Consigner in the amount of the damaged or lost Property's respective selling price(s), as determined by Consignee, less an amount equal to the Commission for a sale of such Property. This remedy shall constitute the sole remedy and entire recourse of the Consigner against the Consignee and is in lieu of any other remedy available as a matter of law or equity.

RETURN OF PROPERTY - At any time after the Consignment Period, Consignor may require the immediate removal of all or some of the Property from Consignee's website, with reasonable written notice to Consignee. If the Property is not sold during the Consignment Period, items may be returned to the Consignor, at Consignor's expense. Additionally, if the Consignor requests the return of Property prior to the end of the Consignment Period, there will be a fee of \$100 per Fine Art piece, or \$15 per item for other Property to cover Consignee's costs of storing, cataloging and photographing the Property, and Consignor will be responsible for shipping costs to and from Consignee.

TERMINATION - Either Party may terminate this Agreement at any time, for any reason. Termination shall be effective when either Party serves written notice thereof on the other Party, to such Party's notice address. Within 15 days of the receipt acknowledgement date of the termination notice, all Property must be returned to the Consignor. Costs listed above under Return of Property will apply.

NO ASSIGNMENT - Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent, except that Consignee may assign this Agreement without Consignor's consent in connection with any corporate transaction such as a merger or acquisition.

CHANGES TO THESE TERMS - The terms of this Agreement may change from time to time. The most current version of this Agreement will be available at [www.therealreal.com/consigner\\_terms](http://www.therealreal.com/consigner_terms) and Consignee will notify Consigner of all updates to the Agreement.

NO PROPERTY WARRANTIES - Consignee shall not offer any warranties on the sale of any Property, except to the extent and is required by law and cannot be disclaimed.

CONSIGNOR'S REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION - Consignor hereby warrants to the Consignee that it has good and marketable title to the Property, none of which is subject to any liens or other encumbrances, and further warrants that the Property does not infringe upon or violate any trademark, copyright, or other proprietary right of any third party, any state or federal law, or any administrative regulation. Consignor hereby agrees to indemnify and hold harmless Consignee from all damages, suits, litigation, awards & costs, including but not limited to attorneys' fees and costs, that may arise out of Consignee's display or sale of the Property for any reason, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark, or any other claim or litigation.

GOVERNING LAW - This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Florida, without regards to its conflict-of-law provisions. The Parties hereby irrevocably consent to the jurisdiction of the courts of Florida with respect to any matter arising under this Agreement.

ENTIRE AGREEMENT - This Agreement sets forth the final, complete and exclusive agreement of the Parties regarding the subject matter hereof, and terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing duly executed by both Parties.

NO IMPLIED WAIVER - Either Party's failure to insist, in any one or more instances, on strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

SEVERABILITY - If one or more of the provisions of this Agreement shall be declared or held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and any such declaration or holding shall not invalidate or render unenforceable such provision in any other jurisdiction.

COUNTERPARTS/ELECTRONIC SIGNATURES - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium (including smartphone application) shall have the same force and effect as an original signature.

HEADINGS - Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

ACCEPTANCE OF TERMS - The Consigner may signify acceptance of this Agreement either by electronic means or by signing below.

CONDITION OF ITEMS - The RealReal only accepts clean items in very good and excellent condition. All condition issues will be documented in the condition report. Such conditions may affect the value of the item.

Signed: \_\_\_\_\_  
Consignor Name (Printed): \_\_\_\_\_  
Date: \_\_\_\_\_

estatesales-appraisals.com. Signed: \_\_\_\_\_  
estatesales-appraisals.com Name (Printed): \_\_\_\_\_  
Date: \_\_\_\_\_