



## TERMS FOR NON-BRASS CONSIGNMENT ITEMS

1. In consideration of Caboose Hobbies evaluating, displaying, and selling trains owned by others, for a minimum period of one year, Caboose Hobbies shall be compensated by retaining 30% of the selling price.
2. Generally, trains must be in “Excellent” or better condition as defined by the national Train Collectors Association. Caboose Hobbies shall be the sole judge of condition. Trains must run and cannot be badly broken. The consignor bears the responsibility for assuring these conditions are met before Caboose Hobbies will accept an item for consignment.
3. At times, Caboose Hobbies may engage in cleaning and/or repair work to facilitate a sale. These services will be billed to the consignor at the time of the work at the hourly rate applicable at the time, which rate is subject to change without notice. Parts will be charged separately. Consignment items will not be displayed for sale until all repair bills have been paid in full. If any repair bill is not timely paid, Caboose Hobbies, Inc. reserves the right to deduct full or partial payment from any funds due consignor from the store.
4. The initial selling price will be determined by an experienced employee of Caboose Hobbies using price and rarity guides available on the retail market. The initial selling price for an item is expected to be at least 75% of the book value for the appropriate condition.
5. Caboose Hobbies employees are not permitted to negotiate the selling price with potential buyers. If, however, an item does not sell in the first 90 days, Caboose Hobbies, Inc. may reduce the initial asking price 10%, and another 10% every 90 days, until the end of the one-year consignment period. Sometimes, at the sole discretion of Caboose Hobbies, these values may be adjusted to be at or near the nearest whole dollar amount. Caboose Hobbies, Inc. is NOT obligated to make these price changes during the year. Said procedure is a goal—it is not a promise, condition, nor obligation of this agreement or the store. Furthermore, at the discretion of Caboose Hobbies, Inc., the 90-day changes can be cumulative, i.e., if a price-change is missed and that 90-day period passes, the store may make a double reduction at or near the next 90-day period.
6. All items on consignment with Caboose Hobbies will be listed for sale on our website and be available to our international customers.

7. Within 30 days of a sale, Caboose Hobbies, Inc. will send the consignor a check for the amount of the sale less our 30% consignment fee (and less any other outstanding repair bill(s) or funds due the store from consignor). Thus, it is the duty of the consignor to keep Caboose Hobbies informed at all times of any and all changes in the address and/or phone number(s) of the consignor. At the conclusion of the consignment period, all unsold items will be returned to the consignor at the consignor's last known address and at the consignor's expense.

8. If, for any reason, a consignor removes a consignment item from Caboose Hobbies before the end of one year, an administrative fee will be charged equal to 30% of the originally listed retail amount for the item (with a minimum fee of \$20.00 per item). After one year on consignment with the store, no administrative fee will be charged if an item is returned to the owner for any reason.

9. Any item(s) remaining at Caboose 30 days after Caboose initiates return procedures (telephone contact, email, fax, and/or letter contact at the last known address) will be deemed abandoned and become the property of Caboose Hobbies.

10. Consignor hereby represents no divorce action is pending nor contemplated at this time and consignor has full and complete authority to consign and sell these trains.<sup>1</sup>

\_\_\_\_\_  
for Caboose Hobbies, Inc.    date

\_\_\_\_\_  
Train Owner's signature    date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print address

\_\_\_\_\_  
City                      State                      zip

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Email

\_\_\_\_\_  
CUSTOMER MVR NUMBER

**INVENTORY**

(listed here or on separate page(s))

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<sup>1</sup> Revised Feb 2014, KTC.