



525 Forest Avenue, Portland Maine  
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## Consignment Agreement

→ Please check ONE of the 3 orange boxes:

No foreseeable changes in current contact info → OR →  Future contact info\* is provided below, effective \_\_\_\_\_  
 Other situation:

CONSIGNOR  
NAME

PIANO  
MAKER

MAILING  
ADDRESS

MODEL

Grand SIZE  
 Upright

EMAIL  
ADDRESS

FINIS  
COLOR

SERIAL  
NUMBER

YEAR

PHONE  
NUMBER(S)

BENCH  
DESCRIPTION

ASKING  
PRICE

MINIMUM  
PRICE

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**\*IF CONSIGNOR CONTACT IS LOST, THE PIANO OR CONSIGNMENT PAYOUT WILL BECOME STARBIRD'S PROPERTY.** (see section 7)

### 1. Sale Agreement

- Starbird will attempt to find a buyer at the asking price listed above. In negotiations, the price may decrease, but no lower than the minimum specified. If a potential buyer makes a below-minimum offer that Starbird deems reasonable, Starbird may contact the consignor for their consideration. No offer less than minimum will be accepted without consignor consent. The consignor may request the asking or minimum price be reduced at any time, but Starbird may refuse extreme undervaluation of the piano.
- Starbird cannot predict when the piano will sell. After **90 days**, Starbird may contact the consignor to discuss pricing adjustments and other recommendations. The initial agreement term is 18 months, and most pianos sell within that time. If not, the agreement can be renewed with the consent of both parties. *For more information, see section 6.*
- Starbird maintains a rotation of pianos on the main showroom floor. Supplies of used pianos exceed demand, and so they often sell slowly. While the piano may not always be in the showroom, it will be online and available to view by appointment.
- The consignor will receive % of the final selling price, before tax. Starbird will contact the consignor to issue payment **2 to 3 wks after delivery**. If unable to reach the consignor for **17 weeks**, the payout becomes Starbird's property. (see section 7)

### 2. Moving to Consignment

- Storage benches should be emptied, with the exception of original manuals or factory-issued accessories. Other bench contents and small loose accessories, if sent with the piano (eg caster cups) become property of Starbird.
- The consignor is responsible for moving the instrument to Starbird.
- Many consignors choose to use Starbird's piano moving services. Starbird usually applies a 50% discount for consignment moves, but each situation is assessed individually, and discounts do not always fully apply (eg island moves). Payment for moving service is due on or before day of moving.
- Upon sale, either Starbird or the new owner will be responsible for moving arrangements.

### 3. Tuning & Maintenance

- At the discretion of Starbird's piano technicians, and at no cost to the consignor, regular tuning & maintenance will be performed. This is limited to general action maintenance (cleaning / lubrication & light regulation), and up to 6 tunings per 18 month period, only as needed.

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\*Starbird communicates primarily by email. We can additionally provide postal mail communication upon request.

- b. If the consignor chooses to break this 18-month agreement, any regular tuning & maintenance performed by Starbird during that time will be billed at full price. (see section 6)

#### 4. Repairs & Significant Improvements

- a. As part of the consignment agreement, a Starbird technician will make their best effort to ensure the instrument meets Starbird's standards for sellable condition. This may include arranging consignor-paid repairs or improvements, beyond general maintenance.
- b. During consignment, if unexpected problems are discovered, additional repairs or improvements may be necessary. Starbird will obtain consignor consent before any additional work is billed.
- c. Repairs & improvements will be invoiced upon completion. The consignor may choose to, **A) Pay 100% repair invoice within 30 days, —OR— B) Have 125% repair invoice deducted from the consignment payout, or pay it at time of cancellation.** Failure to pay Option A within 30 days will be considered an implicit choice of Option B, unless special arrangements are explicitly made.

#### 5. Damage

- a. Starbird will keep the piano in conditions that are considered safe for responsible piano storage, and thus no significant degradation in quality should be expected.
- b. Accidental damage or loss due to Starbird error or negligence is covered by Starbird's insurance.
- c. Starbird cannot be held responsible for damage caused by extreme weather events or conditions.

#### 6. Cancellation, Expiration, & Renewal

- a. If, at any point during consignment, the piano cannot meet Starbird's standards for sellable condition, repairs & improvements will be recommended. Starbird will offer several options to work with the consignor to reach a fair solution. However, if the consignor refuses all options, or cannot be reached after 4 weeks, the consignment will be cancelled as **Repair Refusal**.
- b. If, for any reason, the consignor requests cancellation of this agreement during the initial 18 months, or during a renewal, the consignment will be cancelled as **Broken Agreement**.
- c. After the initial 18 months, consignment will continue at-will until renewal or cancellation.
  - i. At any point while at-will, either party may request renewal: a new consignment agreement for a specific duration. The other party has the right to refuse.
    1. If, while at-will, the consignor refuses a new consignment agreement, requests to withdraw the piano from consignment, or cannot be reached for 4 weeks, the consignment will be cancelled as **At-Will Refusal**.
    2. If, while at-will, Starbird loses faith the piano can be sold, Starbird will cancel the consignment as **At-Will Lost-Faith**.
- d. **Cancellation Terms & Charges:**
  - i. Invoices on account - for all types of cancellations:
    1. All invoices on account must be paid in full within 30 days, and before the piano is released.
    2. A late fee of \$ [ ] will be applied to each invoice every 30 days.
  - ii. Charges for regular tuning & maintenance performed at Starbird:
    1. If cancelled as **Repair Refusal** or **Broken Agreement**, the consignor will be invoiced at full price for any regular tunings & maintenance performed at Starbird.
  - iii. Piano storage charges (rate \$ [ ]/month):
    1. If cancelled as **Repair Refusal** or **Broken Agreement**, the consignor will be invoiced for piano storage from receipt date to cancellation request date.
      - a. **Storage charges will continue to accrue and be invoiced every 30 days until the piano is removed.**
    2. If cancelled while **At-Will**, storage charges will begin 30 days after cancellation, and be invoiced every 30 days until the piano is removed.

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- iv. Removal of piano from Starbird premises:
  - 1. For all types of cancellations, we ask that the piano be removed within 30 days. After those 30 days, if the piano is not removed within the next 90 days, the piano is forfeited by the consignor, becoming sole property of Starbird.
    - a. Unpaid invoices will remain outstanding on the consignor’s account for collection, continuing to accrue late fees.
  - 2. If cancelled as **Repair Refusal, Broken Agreement, or At-Will Refusal**, Starbird’s moving & disposal services will be available if needed, at full price.
  - 3. If cancelled as **At-Will Lost-Faith**, in most cases, Starbird will deliver the piano, at no cost, within a 50 mile round-trip, as per Google Maps. Each situation is assessed individually, and free delivery does not always fully apply (eg island moves). Deliveries of greater distances may be arranged at a lowest-possible discounted cost. Payment for moving is due on or before day of move. Delivery to disposal is also an option, and Starbird will waive the normal disposal fee.

### 7. Loss of Consignor Contact

- a. The consignor is responsible for keeping their contact information updated with Starbird.
- b. When necessary, Starbird will attempt contact once weekly for 4 weeks. If still unable to reach the consignor:
  - i. If the piano is unsold, the consignment may be cancelled under the terms of **Repair Refusal or At-Will**, and storage charges will begin (see section 6). Starbird will continue attempting to contact the consignor as below.
  - ii. If the piano has been sold and the goal was to verify payment address, Starbird will send the check out to the address on the agreement. If it is returned as undeliverable, Starbird will continue attempting to contact the consignor as below.
- c. Starbird will attempt contact again 4 weeks after the previous attempt, then again 4 weeks later, and one final time 4 weeks later. The consignor then has 1 additional week to respond.
- d. If Starbird cannot reach the consignor in those 17 weeks, consignor contact is considered lost, and the piano or consignment payout is forfeited by the consignor, becoming sole property of Starbird.
  - i. Unpaid invoices will remain outstanding on the consignor’s account for collection, continuing to accrue late fees.

**STARBIRD** — Under the terms of this agreement, Starbird Piano Gallery accepts for consignment the instrument described on page 1.

\_\_\_\_\_  
 STARBIRD SIGNATURE DATE

\_\_\_\_\_  
 PRINT NAME

**PIANO TECHNICIAN** — I have made my best effort to ensure the instrument meets Starbird’s standards for sellable condition. I have received consignor consent to perform the following repairs / improvements, payment for which will be their responsibility:

\_\_\_\_\_  
 TECHNICIAN SIGNATURE DATE

\_\_\_\_\_  
 PRINT NAME

**CONSIGNOR** — I understand and accept the terms of this agreement. Starbird’s technician has explained the planned repairs & improvements (if any), and I will make payment as follows

- \_\_\_\_\_ **A)** I will pay 100% repair invoice within 30 days. Failure to do so will be considered an implicit choice of Option B.
- \_\_\_\_\_ **B)** I will have 125% repair invoice deducted from consignment payout, or will pay it at time of cancellation.
- \_\_\_\_\_ **C)** Starbird’s technician and I have agreed that no repairs or improvements are necessary at this time.

\_\_\_\_\_  
 CONSIGNOR SIGNATURE DATE

**Sample - DO NOT SIGN**

\_\_\_\_\_  
 PRINT NAME

**RECEIVING** —

\_\_\_\_\_  
 RECEIVED BY

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