

Name:	Acct. #:
Street:	Apt.
City:	State: Zip:
Tel (H):	Tel (W):
Fax:	Email:

This Agreement is made by and between The Consignment Solution (Company) and _____ (Consignor). Company shall have the exclusive right and agency for a period of 120 days from the date of consignment to sell listed items subject to the following terms and conditions. Company reserves all rights to terminate Agreement with one week notice.

TITLE – Consignor represents to Company that he/she has full legal authority to sign this Agreement and to deliver and sell said items and hereby indemnifies and agrees to hold Company harmless for all claims, including attorney’s fees, which may arise from the delivery to and sale by Company of said items.

SALES COMMISSION – Commission is 40% on Furniture and 50% on Accessories for the first 60 days. Commission on item(s) sold after 60 days, but within 120 days, is 50%.

PAYMENT – Checks are mailed on the 25th of each month for the previous month’s sales, less Commission, for checks totaling \$50.00 or more. Checks are considered void if not paid within 120 days. Account inquiries are accepted during business hours by telephone Monday through Friday.

MARKDOWN SCHEDULE – Two (2) scheduled markdowns will occur on unsold merchandise. The first reduction of 15% occurs at 60 days from consigned date, and the second markdown of 15% occurs at 90 days.

OFFERS – Documented offers of \$250.00 or more will be presented on unsold merchandise after the second markdown, 90 days. The Company will notify Consignor of all documented offers, and Consignor will have 24 hours to accept, decline, or counteroffer. If Consignor fails to respond within the aforementioned time frame, Company will have the right to negotiate directly on behalf of the Consignor. Item will be available for sale at the negotiated price for the remainder of the Agreement.

CONTRACT EXPIRATION – This Agreement will expire at the end of 120 days from the consigned date. It is the responsibility of the Consignor to pick up within seven (7) days of contract expiration unsold merchandise, otherwise aforementioned items will be considered abandoned and will become the property of The Consignment Solution and will be disposed of by the Company without obligation or liability to the Consignor. After 127 days from the consigned date, the Company has NO FURTHER OBLIGATION TO CONSIGNOR for account inquiries, accounting information, or contract settlements.

RETURN OF MERCHANDISE – Merchandise returns and contract settlements are scheduled by appointment only. Appointments must be scheduled a minimum of five (5) days in advance of pickup.

INSURANCE AND DAMAGE – Company DOES NOT INSURE consigned merchandise. Company does not assume responsibility for minor shop wear damage.

ACCEPTANCE OF ITEMS – Company reserves the right to inspect merchandise for consignment by appointment only. Company reserves the right to clean and/or make minor repairs to consigned merchandise at Consignor’s expense. All charges and fees will be assessed to Consignor’s account. It is the responsibility of the Consignor to pick up, within seven (7) days, merchandise deemed unacceptable for consignment. Otherwise, aforementioned items will be considered abandoned and will become the property of The Consignment Solution and will be disposed of by the Company without obligation or liability to the Consignor.

I have read this Agreement and understand the terms and conditions.

CONSIGNOR SIGNATURE

DATE

COMPANY REPRESENTATIVE

DATE