

# **CONSIGNMENT AGREEMENT**

## **ENCORE Interior Consignment, LLC**

266 S Peachtree Pkwy Suite 200, Peachtree City, GA 30269

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This AGREEMENT of Consignment is entered into as of date herein, by and between the parties named herein, subject to the terms and conditions set forth below.

### **TERMS**

- Consignment Agreement, hereinafter referred to as "Agreement," is good for a period of ninety (90) days, the end of which Encore Interior Consignment, LLC, hereinafter referred to as "Encore," located at 266 S. Peachtree Pkwy, Peachtree City, GA 30269, reserves the right to extend Agreement beyond ninety (90) days with the notification and agreement of consignor.
- ENCORE Interior Consignment will retain 50% of item(s) sale price as commission.
- After receipt of merchandise, Consignor has 24 hours to reach Encore Interiors, A Consignment Gallery with approval of our pricing. If consignor does not reach us with approval, merchandise will be placed for sale priced at our discretion.
- Consignor may retrieve their merchandise at any time during the term of the consignment period with 24 hours' notice. If consignor has provided notice during the consignment period, item must be retrieved within 48 hours of such.

### **PRICING**

- Encore determines merchandise pricing based on current styles/trends, condition, age, brand, customer demand and/or current fair market value. At all times, Encore endeavors to secure the highest possible resale dollars for its Consignors within the first thirty (30) days.
- Merchandise will be offered for sale 1<sup>st</sup> 30 days at full price, 2<sup>nd</sup> 30 days less 10% of original price and 3<sup>rd</sup> 30 days less 20% of original price. We reserve the right to additionally discount your merchandise. Discount not to exceed an additional 10% of the original price after the 1<sup>st</sup> 7 days
- Encore advertising or promotion/discount coupons or in house store promotions presented by a shopper are deducted from current retail at time of item(s) sale.

### **SALES AND PAYMENT**

- Payment of Sold Merchandise: a check for payment is made and available for pickup at the store on the 10th of each month following the month that the item (s) sold. Checks not picked up within a month can be mailed to consignor at consignor's request. Out of state consignor's checks are mailed automatically.
- Consignor is at all times responsible to advise Encore of address change(s). Encore is not held responsible for lost checks or misdirected mail. Requests for replacement checks shall be honored, however standard bank fee of thirty dollars (\$30.00) shall be assessed the consignor. ALL checks NOT cashed within ninety (90) days of issue will be voided.

### **ITEMS NOT SOLD OR CLAIMED**

- It is the responsibility of the consignor to monitor their Agreement expiration date.
- CONSIGNOR MUST PICK UP ALL UNSOLD ITEMS WITHIN 90 DAYS FROM THE DATE OF CONSIGNMENT OR RENEW FOR ANOTHER 30 DAYS (AT THE DISCRETION OF ENCORE INTERIORS). ALL UNSOLD ITEMS NOT PICKED UP AFTER THE END OF THE CONSIGNMENT PERIOD WILL BECOME THE PROPERTY OF ENCORE INTERIORS, A CONSIGNMENT GALLERY TO DISPOSE OF AS THEY SEE FIT. \_\_\_\_\_ **(Consignor Initials)**
- At the consignor's request, Encore will make available a tax deduction form for any item (s) donated to charities including value (s) less than fifty dollars (\$50.00). Receipt will be available at store for pickup or mail only. For item (s) that the consignor wishes to pick up, they are responsible for locating their item (s) within the store, picking them up and/or scheduling delivery within seven (7) days.
- If items are found unsaleable, Encore reserves the right to return item(s) to consignor. Consignor is responsible for picking up unsaleable item(s) within 48 hours of notice or item(s) will be donated.

### **DAMAGES AND LOSS**

- Encore makes every effort to do its best to protect consigned item (s) from damages, loss or theft. Consignor further agrees and holds harmless Encore from any liability for due cause for any/all damages, loss or theft, whereas, may be due to actions of others. Additionally, whereas, item (s) at all times remain the property of consignor, Encore understands that consignor assumes the risk of loss, damages or theft of those item (s) and those item (s) are insured through the consignors own insurance policy.

### **ADDITIONAL TERMS**

- Consignor represents and warrants that it is the sole owner of the item(s) and said items are free and clear of any liens or encumbrances. Said representation amounts to a warranty of title from the Consignor to the Consignee and Consignee's customers.
- Should Encore be held liable for any breach of contract or breach of duty or tort claim filed by Consignor, said damages shall be limited to no more than the stated value of the Consignor's payment under this agreement for the item in question and the Consignor shall not be entitled to any further compensatory, consequential, punitive or special damages whatsoever.
- This is the entire agreement between the parties and it contains all the terms and provisions between the parties relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except by any such contemporaneous agreement specifically referring to and modifying this agreement signed by both parties. Consignor may not assign this agreement whatsoever.
- Encore may terminate all or part of this agreement at any time for due cause as so determined by Encore and without penalty of fee (s) to consignor. Such determined cancellations require consignor to arrange for pickup or delivery of item (s) within seven (7) days and are at consignor's expense. If not picked up within seven (7) days, item (s) shall become the property of Encore, whereby, made available for charitable donation/distribution.

<b>Encore Interior Consignment, LLC</b>	<b>Consignor</b>