3020 University Drive

Huntsville, AL 35816

Phone: (256) 533-1303

[www.encorefurniture.net](http://www.encorefurniture.net)

**encorehuntsville@gmail.com**

**www.facebook.com/encorehuntsville/**

**Consignment Agreement**

**Items:** We reserve the right to accept only items we feel can sell within the 90-day consignment period. **Any costs (less than $20) associated with cleaning, repairing, or assembling items, to make the property saleable, will be debited from the consignor’s account.**

**Pick-Up, Commission & Payment**: **A $25 pick-up fee will be debited to the consignor’s account if the items are picked up by Encore.**

Consignor will receive 50% of the **final** selling price. Items are considered sold when paid in full, including **lay-a-way items which may result in a 45-day delay. Checks are no longer mailed.** They may be picked up after the 5th of the month. **We do not call when each item sells.** If it becomes necessary to replace a lost or uncashed check, a $5 fee will be charged. A $25 stop-payment fee will be charged in some circumstances.

**Selling Period/Price Reduction**: **The consignment period is 90 days and starts on the day of consignment.**

 \*After 30 days, consignor agrees the price will be reduced by **20%** from the initial price. **\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_**

 \*After 60 days, consignor agrees the price will be reduced by **50%** from the initial price. **\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_**

 \* The consignor may remove his/her item from consignment if the item is due for price reduction and he/she does not wish to have it reduced.

 **\* After the consignment period ends, the consignor will have until the 15th of the following month to pick up unsold items.** Consignors are responsible for keeping track of the selling periods and price reductions**. Items not retrieved by the consignor will be donated to charity.**

 **Period Ends \_\_\_\_\_ /\_\_\_\_\_ /\_\_\_\_\_**

**Discounts**: ENCORE reserves the right to offer 10% off on any item during special sales or for advertising or promotional purposes.

**Buyer’s Fee**: ENCORE reserves the right to add a reasonable buyer’s fee to each item that is sold.

**Waiver of Liability**: ENCORE takes reasonable precautions and security measures to protect all consigned merchandise; however, during the consignment period the consignor agrees to release and give up any claims and rights which result from or have to do with loss, damage or destruction of any and all merchandise. Consignor agrees to take any and all risks of loss, damage, or destruction for his/her consigned merchandise by any cause or for any reason. The consignor has the responsibility to carry his/her own insurance for merchandise.

***I certify that I have read, understand, and agree to all terms and conditions as set forth in this contract and I have verified the accuracy of the item list. I declare I am the legal owner of all items listed.***

***Consignor Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

Consignment Furniture & Decor

|  |  |  |
| --- | --- | --- |
| **Item #** | **Description** | **Price** |
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**Consignor must check the above item list for accuracy.**

**Consignor:**

**Address:**

**City: State: Zip:**

**Phone (1) 2)**

**Email:**

***Received by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

Consignor Account Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consignment Begins \_\_\_\_\_\_\_\_\_Ends \_\_\_\_\_\_\_\_\_\_\_/2020 \_\_\_\_\_\_\_\_\_

 Pick Up Fee:

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