



# Resort Resale

FURNITURE CONSIGNMENT

## Consignment Contract

{ Resort Resale Consignment LLC }

**General Conditions:** Under the terms of this Consignment Contract, the Consignor agrees to deliver goods to be sold by the Consignee, referred to in this document as “Resort Resale”. Resort Resale agrees to place consignor's merchandise in store for sale. Resort Resale will remit 50% of the selling price to the consignor. Acceptance of merchandise for sale is at the discretion of Resort Resale. The Consignment Contract will remain in effect for all merchandise consigned until a new Consignment Contract is signed. Consignor understands that while Resort Resale agrees to use its best efforts to obtain a sale of the merchandise, there is no guaranty a sale will occur. In the event of litigation concerning this agreement, the prevailing party is such litigation shall recover from the other party the prevailing party's attorney's fee and costs, including any appeals.

**Merchandise Pricing:** The initial selling price for consigned merchandise is established by Resort Resale. In determining the price, factors such as brand, age, condition, and market demand will be considered.

**Merchandise Receipt:** Each time merchandise is consigned, Consignor will be given a Merchandise Receipt, which will include Consignor's address, phone number, account number, and a list of items consigned on that date. It is Consignor's responsibility to review and sign the Merchandise Receipt for accuracy each time merchandise is consigned. Resort Resale cannot be held liable for losses resulting from incomplete or inaccurate information on the Merchandise Receipt.

**Consignment Term:** The consignment term is 90 days. The consignment term starts on the date an item is logged into Resort Resale's inventory system. That date can be found on the Merchandise Receipt. Merchandise not sold in 30 days will be marked down 15%, merchandise not sold in 60 days will be marked down an additional 15%. Both markdowns are from the ORIGINAL selling price. Consignors may not pick up unsold merchandise before consignment term expiration date.

**Payment to Consignors:** Payment checks for monthly sales will be mailed to Consignors no later than the 10th day of the following month to the address listed on the Merchandise Receipt.

**Consignment Term Expiration:** It is the responsibility of the Consignor to pick up all unsold merchandise within five (5) days after consignment term expiration, Resort Resale reserves the right to dispose of unsold and unclaimed merchandise by means of donating or re-consign as store-owned inventory 95 days from the consignment date without notice or payment to the Consignor and without liability on the part of Resort Resale. It is the responsibility of the Consignor to track the 90 day consignment term expiration.

**Items Lost, Stolen or Damaged:** All reasonable care will be taken of articles consigned, however, they are left at the Consignor's risk.

**I HAVE READ AND UNDERSTAND THE TERMS OF THE CONSIGNMENT CONTRACT AND AGREE TO ACCEPT THE CONDITIONS THEREIN AS APPLICABLE TO ALL ITEMS CONSIGNED WITH RESORT RESALE.**

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Print Name (First, Middle Initial, Last)

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Mailing Address

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City

State

Zip Code

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Cell Phone

Home Phone

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Email Address

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**Signature**

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**Date**