



Before You Submit...

Please, send an image of the item you would like to consign with us to:

info@homeagainfinefurnitureconsignment.com

Along with this Agreement. Include a good description of the item along with the type of item it is and any information you can give us about its history: manufacturer, model, when it was purchased and where. This is immensely helpful when pricing the item and we greatly appreciate it.

Consignment Information:

Name:	Account Number:
Address:	Phone:
City:	Email:
State :	Date:
Zip:	

Consignment Items:

	Item Description	Sale Price
1		
2		
3		
4		
5		
6		
7		
8		
9		

Consignment Agreement:

This Agreement is made by and between Home Again Fine Furniture Consignment (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.

I certify that I have read, understand and agree with all terms and conditions as set forth in this contract. Contract is legally binding.

**Representative from
Home Again Home Furniture Consignment**

**Seller/Consignor
Signature**

Signature

Signature

Date

Date

Contact Terms & Conditions:

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 50% on Furniture and Accessories minus any other additional fees.

SELLING PERIOD: Seller agrees to consign all items for 120 days.

After 30 days, seller agrees the price will be reduced by 15% from the initial selling price.

After 60 days, seller agrees the price will be reduced by 30% from the initial selling price.

After 90 days, seller agrees the price will be reduced by 50% from the initial selling price.

Price reduction markdown schedule doesn't start until merchandise is on the sales floor.

If the store is full with a certain category, merchandise may be stored in the warehouse until there is room on the sales floor. Percent off dates will change accordingly.

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 Home Again Fine Furniture Consignment 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.

OTHER FEES: Additional service fees may apply. These fees will be discussed with the seller prior to accepting the item on consignment.

PAYMENT: Checks are mailed on the 15th of each month for the previous month's sales, less commission and fees, for checks totaling \$50.00 or more. Checks are considered void if not paid within 180 days. Account inquiries are accepted by Email to info@homeagainfinefurnitureconsignment.com. Seller agrees not to enter into a sales transaction with any individual, company, or corporation prior to the expiration of the agreed consignment/selling period.

W-9 / Request: Since we cannot predict the end sales amount result, signed W-9 forms are required for Seller transactions at the time you sign the Consignment Contract. Commission checks will not be mailed to Seller(s) that do not have a signed W-9 on file with Home Again Fine Furniture Consignment.

LIMITATION OF LIABILITY: NEITHER PARTY TO THIS CONSIGNMENT ARRANGEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES TO OR CAUSED BY THE CONSIGNMENT GOODS OR FOR ANY EXPENSES, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY BUSINESS RELATING TO OR ARISING OUT OF THIS CONSIGNMENT AGREEMENT (ABSENT MALICIOUS INTENT OR GROSS NEGLIGENCE). THE LIMITATIONS HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS CONSIGNMENT AGREEMENT.

RETURN OF MERCHANDISE: Merchandise returns and contract settlements are scheduled by appointment only at the conclusion of the 120 day consignment period. Appointments must be scheduled a minimum of five (5) days in advance of pickup. If the consignor requests any item(s) returned before the 120 day contract expiration, then the consignor is responsible for paying the 50% commission to Home Again Fine Furniture Consignment for the return of the item(s).

INSURANCE AND DAMAGE: Company DOES NOT INSURE consigned merchandise. Company does not assume responsibility for any damage including but not limited to fire, flood, water and/or natural disasters.

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 Home Again Fine Furniture Consignment without obligation or liability to the Consignor.