



Referral Name _____

Consignment Terms & Conditions

This contract is legal, binding agreement between the consignor hereafter referred as the "seller" and the consignee hereafter referred to as Delmarva Furniture Consignment, LLC.

Delmarva Furniture Consignment reserves the right to determine acceptability of merchandise and to set initial selling price with your approval.

Commission: Seller will receive 50% of the final selling price

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 40% 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.

If the sellers merchandise hasn't sold by the end of the contract agreement, they will receive a letter and or email instructing them to pick-up their merchandise within 7 days (pick-up available only during store operating hours). Seller must provide proof of identification when picking up merchandise. If the merchandise is not picked up, it will be sold at a lower price with no seller commission or donated to charity.

Other fees: A Buyer's fee (5%---10% of the items price) will be added to the item listed for sale at DFC. This fee is added to the price to cover processing, basic cleaning, display, online advertising, selling & marketing of your items. Buyer's fees will not affect the agreed upon selling price or the consignor's percentage and will not be shown on your inventory list. Additional service fees may apply to items that require excessive cleaning or repair work. These fees will be discussed with the seller prior to accepting the item on consignment.

Payments: Seller accounts are settled bi-weekly. The check total will reflect less pick-up fee and any other service fees (if they apply).

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 Delmarva Furniture Consignment, LLC.

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.

I certify that I have read, understand, and agree to all terms and conditions as set forth on this contract. I declare I am the legal owner of all items listed and they are free from any liens. Violations or false statements will either void the contract, or result in legal action.

	Description	Initial Selling Price
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Seller: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Tele: _____ **Email:** _____

Sellers / Consignor - Signature _____
Date