

General Conditions

Consignee will screen items to determine if they are a good fit for our store. Digital photos may be sent to: inbox@abourezkco.com along with manufacturer and original purchase information. Acceptance of merchandise for sale is at the discretion of the consignee. If merchandise is accepted, the consignor (customer) agrees to deliver and place goods for sale at Abourezk & Co. LLC, located at 101 E. Pennsylvania Ave. Suite D&E – Roslyn, WA 98941. Consignor understands that while consignee agrees to use their best efforts to obtain a sale of the consigned items, there is no guarantee a sale will occur.

Consignor is responsible for delivering furniture in good and clean condition, free of blemishes, smells, scratches, or stains. ****All items are to be cleaned by the owner.** e.g dresser drawers wiped clean, couches vacuumed, bed framing dust free. If this criterion is not met, additional charges of **\$40** per item apply. ******

Delivery of furniture to and from Abourezk and Co. is at the consignor's expense. We are happy to arrange this service. Minimum cost begins at **\$150** for local delivery/pick up.

****Disassembly of furniture/items is required. Ready and placed on the main level on home and near the front door is required.** If items are not on the main level near the door or require disassembly, additional fees will apply.

Merchandise Pricing:

Pricing depends on criteria of individual items—specifically, current demand, age, quality, and general condition. Pricing usually reflects approximately half of an item's current retail value or value at original purchase. If item(s) are accepted by consignee, selling price will be established by consignee.

Consignee will receive 50% of the sales proceeds, less 50% of the credit card processing fee (1.5%) if applicable, from the consignor from all items sold during the consignment term.

Item List:

Each time items are consigned, a merchandise report must be generated, referred to in this document as the *Item List*. Please complete the *Item List* (page 3) as thoroughly as possible as this will help us price appropriately. The *Item List* will be given to consignor prior to the time of consignment to fill out and be returned to the consignee. If the consignor is not present at the time of consignment, consignee will provide the *Item List* to consignor upon request. It is the responsibility of the consignor to check the *Item List* for accuracy. Consignee cannot be held responsible for losses resulting from inaccurate or incomplete information on the *list*.

Consignment Term:

The consignment term for all items is 90 days, and the consignment contract will expire at the end of 90th day. The consignment term begins on the day an item is logged into the computer system. Consignee reserves the right to discount consignment items up to 25% after the first 4 weeks but within the first 8 weeks of consignment. If consignor elects to remove items prior to end of consignment contract period, there will be a cancellation fee of 20% of labeled price of the item.

Expired Items:

It is the responsibility of the consignor to keep track of when the consignment period ends and to retrieve unsold items, if desired. Consignor will have 5 days to pick up unsold items after the consignment period has expired. Once items expire the inventory system automatically converts expired items to store inventory. Consignee reserves the right to donate or sell as store-owned merchandise any items unsold and unclaimed 95 days from the date of consignment.

Payment to Consignors:

Payment checks for all items sold during any month will be mailed and/or available after the 10th day of the following month. If you prefer pick-up, all checks must be picked up within six months of issue. Checks will not be printed for any amount less than \$10.00.

Items lost, Stolen, or Damaged:

Consignee is not responsible for any loss or damage to merchandise due to fire, water, vandalism, theft, or negligent handling by customers. All reasonable care will be taken of items consigned; however, they are left at the consignor's risk.

Rights and Responsibilities:

The consignor represents and warrants that he/she is the sole owner of the consigned property or a legally authorized representative of the owner and that he/she has full legal right to sell or cause the consigned property to be sold. The property is and will remain free of liens, and the clear title and right to possess the property will pass to the buyer. The consignor indemnifies and holds consignee harmless from any claims, damages, and expenses arising out of any failure or breach of consignor's representation and warranties, including but not limited to any and all legal fees arising from any dispute as to ownership. Consignee reserves the right of discovery on any all merchandise accepted for consignment and has the right to publish photos of any consigned items on the internet for purposes of sales or marketing.

Consignor: Signature & Date

Abourezk & Co. _____

