

# Consignment Agreement For Florida Living Quarters

177 North Country Club Road. Lake Mary, FL 32746

**Phone: (877)FLQ-0008 www.floralivingquarters.com**

The following agreement is made between **Florida Living Quarters** and

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**Consignor(s)** of the personal property(s) listed in this agreement, and sets forth the terms and conditions of the agreement between the parties. **No other agreement, verbal or written, will amend, modify, or change this agreement** unless amended in writing with signature from both parties and attached to this original agreement by Florida Living Quarters.

**1. PRICES:** Florida Living Quarters will take into consideration the age, condition, and estimated market value recommended by the consignor(s). Florida Living Quarters will then set an anticipated sale price as discussed for each item(s). All prices, including markdowns will be set solely at Florida Living Quarters determination (listed below in paragraph 8).

**2. RETAINED FEES:** Florida Living Quarters shall be entitled to the following fees upon sale of any/all item(s) listed in this agreement on addendum a, with all fees rounded up to the nearest dollar at the time of settlement of all transactions. In the event of consignment of multiple item(s) and/or separate transactions, each sale shall be calculated separately.

**FURNISHINGS:** \_\_\_\_\_% of the selling price of each item shall be retained by Florida Living Quarters, and the consignor(s) will retain the remainder of the retail selling price.

**3. LIABILITY & INSURANCE:** Florida Living Quarters does maintain a general liability policy. Florida Living Quarters assumes no liability for loss, damage to any item(s) consigned.

**4. IMPERFECT MERCHANDISE:** Consignor(s) recognize that Florida Living Quarters is a High End Design Consignment Store. Florida Living Quarters reserves the right to refuse any merchandise for consignment that is deemed un-sellable using our current standards of acceptance

**5. UNSOLD ITEMS:** Consignor(s) may pick up any unsold item(s) after three months from the original contract date of the item(s) listed in this agreement for consignment. Florida Living Quarters at it's discretion will hold quarterly auctions in which you may request your unsold item to be auctioned off and Fifty percent (50%) of the selling price of each item shall be retained by Florida Living Quarters, and the consignor(s) will retain fifty percent (50%).

**Consignor(s) must give a minimum of a 48 hour notice before pickup.** All item(s) that are not picked up one week after the contract has ended or submitted for auction will **WITHOUT FURTHER NOTICE** automatically become the property of Florida Living Quarters.

**6. DELIVERY & CHARGE(S):** In the event an item has to be delivered via a third party delivery service. Florida Living Quarters assumes no responsibility or liability for damages in delivery transition. All delivery charges are the responsibility of the consignor(s). Florida Living Quarters will make recommendations of reputable delivery services.

**7. PRICE REDUCTIONS: Ninety days (90) for item(s) consigned starts on the day of item display.** All item(s) consigned are subject to price reductions according to market, our discretion and current practice: After 30 days, a price reduction of 10% to 15% will be applied to the original consignment anticipated sale price. After 60 days, a price reduction of 20% to 25% will be applied to the original anticipated consignment price. Prior to the 90 days, the item(s) may be either submitted for upcoming quarterly auction or pick up consigned item(s) within one week of agreement expiration, or donate to Florida Living Quarters for their discretion.

**8. CONSIGNMENT CHECKS:** All checks are issued monthly around the 15<sup>th</sup> of the following month for item(s) sold from the previous month. Example: item(s) sold in March will have settlement payments issued after the 15<sup>th</sup> of April.

**Consignor(s) agree that any checks should be made payable and mailed via postal service to the following address:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

**CONSIGNMENTS PAYMENTS WILL BE VOIDED 180 DAYS AFTER AGREEMENT TERMINATION.**

**9. RECORD KEEPING AND FOLLOW UP CALLS:** Florida Living Quarters does maintain records of items consigned and sales, all items will have a unique consignment number for record keeping. To confirm sales, calls should be placed no sooner than the 15<sup>th</sup> of the following month. This agreement serves as the only agreed or required notice from Florida Living Quarters to the consignor(s), that all dates, extension periods, and deadlines are based on the date cited in this agreement as the original contract date of the consigned item(s) listed in this agreement by consignor(s). **Please mark your calendar accordingly**

**10. TAXES:** Any and all Federal, State, County, or Municipal Income Taxes (if applicable) are solely the responsibility of the Consignor(s), and no withholding is **DONE BY Florida Living Quarters**, may be required to report certain sales transactions to the Internal Revenue Service and/or other taxing or revenue agencies or departments. Any **sale taxes** required by any government authority or agency for sale of any item(s) will be deducted from the sale proceeds, prior to payment to the consignor(s).

**11.** All transactions and resolutions to dispute will take place in Lake Mary, Florida, Seminole County, USA Consignor(s) agrees that any such dispute will be exclusively resolved through arbitration, according to the rules of the American Arbitration Association. All cost of arbitration will be paid by the consignor(s).

I hereby agree to the terms and conditions of this agreement

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

(Must be countersigned by a Florida Living Quarters Manager/Authorized Associate to be valid)  
\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Florida Living Quarters Manager/Authorized Associate

**ADDENDUM A**

Florida Living Quarters hereby certifies that items listed below by consignor(s) are items to be consigned under the terms of the before mentioned consignment agreement for Florida Living Quarters.

Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	
Item _____	Price _____
Description _____	

I hereby agree to the terms and conditions of this addendum, and understand that this addendum is an attachment to the before mentioned consignment agreement for Florida Living Quarters.

Initial(s) \_\_\_\_\_ Date \_\_\_\_\_