



Feather Your Nest, Inc.

Furniture Consignments

Consigner

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Acct.

CONSIGNMENT AGREEMENT

2023

The following agreement outlines all aspects, parameters, and expectations of the consignment process at Feather Your Nest, Inc. in full detail. It is required that all consignors (you) read this agreement in full prior to signing. Any questions in regard to this document or the consignment process are encouraged and welcome.

a. General:

Acceptance of merchandise to consign is at the discretion of Feather Your Nest inc. (FYN). The Consignor is the owner of all goods to consign with FYN and has the legal right to enter into this Consignor agreement. FYN agrees to place the Consignor's furniture, home decor and accessories in the store for sale within a reasonable time and as space permits. FYN retains the right to accept or decline any merchandise for consignment for any reason. We only accept items in good condition that are clean and ready for the showroom floor. All items must be free of stains, odors and pet hair. **Items that arrive in a condition different from the condition stated above are subject to cleaning and repair fees.**

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b. Consignment Term:

The term of this contract is 90 days, with an option provided at the discretion of FYN to extend the consignment on select items for 30 additional days at 50% off the original selling price. The consignment contract begins on the day the merchandise is entered into our inventory system. FYN will remit 50% of the selling price of furniture, rugs and lamps and 40% of the selling price of textiles, accessories and wall decor to the Consignor for any items sold during the 90 day consignment agreement. Markdowns are done at the discretion of FYN.

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c. Consignment Term Expiration:

At the end of the 90 day agreement, Consignors will be given the option of donating all remaining unsold items or they may pick up their unsold items within 7 days of the contract expiration. FYN will provide a tax receipt for donations if given notice on the Consignment contract to do so. **NOTE:** It is the Consignors responsibility to track the 90 day expiration and FYN will not be liable for any items left in its possession beyond the contract period. Once expired, items not picked up in the 7 day posting period following expiration will become property of FYN.

**** Failure to resolve "Past-Date" items within the 7 business days will default all items in question as property of Feather Your Nest, Inc.**

** It is the responsibility of the consignor (you) to track deadlines, sales, and resolution of all items and tender associated with your account. Feather Your Nest, Inc. is limited in its ability to notify these events and thusly does not track nor reach out to consignor regarding material of this nature.

***The following are resources to help you as a consignor follow up on your Account:**

- Email Questions to fynconsignment@gmail.com
- Login to view your sold items and current and future payable amount
consignorlogin.resaleworld.com/featheryournest
- Call Us at **864.244.6471**

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d. Pricing:

FYN prices all of the items to ensure the best possible price for the merchandise. FYN has the sole right to establish the merchandise pricing. While determining price FYN will take into consideration original valuation, current market price, condition and age of a piece. If FYN deems necessary, select consigned items may have a cleaning, repair or handling fee. FYN reserves the right to discount items for the purpose of sales and special events.

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e. Payments to Consignors:

Payment for each month's sales will be processed to Consignor after the 10th of the month following the sale date of merchandise. Consignors are responsible for picking up their checks anytime on or after the 10th of the month. A special request can be made to FYN to mail Consignor's check for a fee of \$2.00 which will be deducted from the balance owed. Consignors retain the right to use store credit any time after sales of items.

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f. Liability, Damage, & Theft:

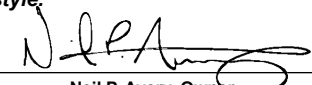
Though all reasonable care will be taken to ensure the safety of articles consigned with FYN, FYN will not be liable for loss or damage to merchandise consigned by any reason including but not limited to theft, fire, water damage or natural disaster. **Under no circumstances will payment be made to the consignor for any of the above reasons. Should a dispute arise between FYN and Consignor that results in court litigation, the venue shall be solely in the state court system of Greenville County, South Carolina.**

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Consignor's Name	Date	Consignor's Signature
Street Address	Phone Number	
City / State	Zip Code	Alt. Phone Number
E-mail		

We are your local nesting experts with a flair for economy and style.

Thank you for 15 years of success and support!

x 
Neil P. Avery, Owner



LAST

FIRST

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ACCOUNT