



## Consignment Agreement

Thank you for choosing America's Attic Inc. to sell your furniture and decorative accessories. All new Consignors are required to complete a Consignment Agreement to create an account.

Name:

Mailing Address (if different):

Address:

Picked up:

Dropped off:

Email:

Phone Number:

### TERMS:

- Once a pickup is scheduled, all items agreed upon must be available at the pickup address. In the event our drivers arrive at the scheduled time and the agreed upon items are no longer available there will be a fee for our inconvenience.
- A minimum of 72 hours before the pickup is required for rescheduling or cancellation of scheduled pickup appointments. Our pickup fee will be charged to the customer for cancellations or rescheduled appointments regardless of service performed if 72 hours' notice is not given.
- In the event upholstered items or case goods need to be deep cleaned due to heavy staining, finish damage, pet hair, odor, ect. there will be a \$20 cleaning fee per item.
- America's Attic Inc. reserves the right to refuse items upon inspection or dispose of any items that may have smoke, mold, pet, structural and /or soil damage.
- Items will be accepted for a 90-day consignment period, starting from the day that they are placed on the sales floor. After 120 days, all unsold items become property of America's Attic Inc. Customers do NOT need to pick up unsold items.

- America's Attic Inc. will establish and set the pricing on all consigned items. We always strive to secure the best possible price for your item based on manufacturer, quality, condition, and marketability of the piece.
- Consignors agree to pay a \$99 flat rate fee plus NYS Sales Tax for pickup service in the local Greater Binghamton area, if service is provided. We reserve our pick up service for larger groups or items of significant value. We only pick up items that we can resell and do not provide clean out services. Cost will be taken out of the proceeds of sales. If you are located outside of the Greater Binghamton area, please contact the store at 607-798-0084 for a pickup quote.
- Discounts and promotions are at the discretion of America's Attic Inc. If items are requested to be reclaimed prior to the end of the consignment period, there will be a restocking fee of 30% of the starting price that is payable prior to the items being picked up.
- All items consigned with America's Attic Inc. remain the property of the consignor. While all reasonable efforts will be made to keep consigned items clean and safe from damage; America's Attic Inc. is not responsible for LOSS or DAMAGE to consigned articles from fire, water, theft, damages, or other casualties. Please ensure that all items are covered under your homeowner's policy or other such insurance as you deem appropriate.

\*Please Initial:

**COMMISSION:**

- I understand my share is 50% of the final selling price for items sold within the 90-day consignment period.
- A handling fee starting at \$.99 on up will be added to each item depending upon its price and helps to cover credit and debit card processing fees. This small fee is paid by the buyer, not the consignor. The consignor's payout will be based on the final selling price.

\*Please Initial:

**UNSOLD ITEMS:**

- If you wish to retrieve your unsold items, you must do so within 5 days after the end of the consignment period. We retain the right to sell those items until they are removed by the consignor. Unless otherwise specified, items left in the shop 5 days after the consignment period ends will be donated to a charitable organization or liquidated at the discretion of America's Attic Inc.
- Allow UNSOLD items to be cleared.

\*Please Initial:

**PAYMENTS:**

- Checks are cut on or after the 15th of each month for the previous month's sales for balances over \$25. There will be a \$2 processing fee per monthly payment.
- I certify that I am the rightful owner of these items and/or have the authority to sell them on consignment.
- America's Attic Inc. will be held harmless from any disputes if this is violated.

\*Please Initial:

**I have read and agree to all terms in the above agreement.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_