



## Consignment Agreement

*Along with this Agreement, include a good description of the item along with the type of item it is and any information you can give us about its history: manufacturer, model, when it was purchased and where. This is immensely helpful when pricing the item. We greatly appreciate it.*

### Consignment Information:

Name:	Account Number:
Address:	Phone:
City:	Email:
State:	Date:
Zip:	

### Consignment Items:

	Item Description	Sale Price
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

### Consignment Agreement:

The Agreement is made by and between Backroads Market & Designs (Company) and \_\_\_\_\_ (Consignor). Company shall have the exclusive right and agency for a period of 120 days from the date consignment to sell listed items subject to the following terms and conditions. Company reserves all rights to terminate Agreement with one week notice.

**I certify that I have read, understand and agree with all terms conditions as set forth in this contract. Contract is legally binding.**

**Representative from  
Backroads Market & Designs**

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**Seller/Consignor  
Signature**

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

**Contract Terms & Conditions:**

**TITLE:** Consignor represents to Backroads Market & Designs that he/she has full legal authority to sign this Agreement and to deliver and sell items and hereby indemnifies and agrees to hold Backroads Market & Designs harmless for all claims, including attorney’s fees, which may arise from the delivery to and sale by Company of said items.

**SALES COMMISSION:** Commission is 50% on Furniture and Accessories minus any other additional fees (Including fees to alter furniture including painting, new hardware up to \$75 but not to exceed \$75).

\_\_\_\_\_ I AGREE to allow Backroads Market & Designs to alter furniture I am consigning.

\_\_\_\_\_ I DO NOT AGREE to allow Backroads Market & Designs to alter furniture I am consigning.

**SELLING PERIODS:** Seller agrees to consign all items for 120 days.

**After 30 days, seller agrees the price will be reduced by 10% from the initial selling price.**

**After 60 days, seller agrees the price will be reduced by 20% from the initial selling price.**

**After 90 days, seller agrees the price will be reduced by 30% 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 certain category, merchandise may be stored in the warehouse until there is room on the sales floor. Percent off dates will change accordingly.

**CONTRACT EXPIRATION:** This Agreement will expire at the end of 120 days from the consigned date. It is the responsibility of the Consignor to pick up within seven (7) days of contract expiration unsold merchandise, otherwise aforementioned items will be considered abandoned and will become the property of Backroads Market & Designs without obligation or liability to the Consignor. After 127 days from the consigned date, Backroads Market & Designs has NO FURTHER OBLIGATION TO CONSIGNOR for account inquiries, accounting information, or contract settlements.

**OTHER FEES:** Additional service fees may apply. These fees will be discussed with the seller prior to accepting the item on consignment.

**PAYMENT:** Checks are mailed on the 15<sup>th</sup> of each month for the previous months sales, less commission and fees. 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 Backroads Market & Designs.

**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 CONSIGNED 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 NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS CONSIGNMENT AGREEMENT.

**INSURANCE AND DAMAGE:** Backroads Market & Designs DOES NOT INSURE consigned merchandise. Company does not assume responsibility for any damages including but not limited to fire, flood, water and/or natural disasters.

**ACCEPTANCE OF ITEMS:** Company reserves the right to inspect merchandise for consignment by appointment only. Company reserves the right to clean and/or make minor repairs to consigned merchandise at Consignor’s expense. All charges and fees will be assessed to Consignor’s account. It is the responsibility of the Consignor to pick up, within seven (7) days, merchandise deemed unacceptable for consignment. Otherwise, aforementioned items will be considered abandoned and will become the property of Backroads Market & Designs without obligation or liability of the Consignor.

**Seller/Consignor Signature**

\_\_\_\_\_ Date\_\_\_\_\_