



Your CONSIGNMENT Marketplace

## CONSIGNMENT CONTRACT

**General Conditions:** Under the terms of the Consignment contract, the Consignor agrees to deliver goods to be sold by the Consignee, referred to in this document as "Fun Finds & Designs, Inc.". Fun Finds & Designs, Inc. agrees to place Consignor's merchandise in the store for sale within a reasonable time and as space permits. **Fun Finds & Designs, Inc. will remit 50% of the selling price to the Consignor for any item sold during the term of the consignment agreement. All new consignor accounts are subject to a one-time set-up fee of \$10.00 for all future account administration--including unlimited access to our consignor account, MyResaleWeb, where you can view the status of your consigned items and your account balance at any time.**

Acceptance of merchandise for sale is at the discretion of Fun Finds & Designs, Inc. Consignor understands that while Fun Finds & Designs agrees to use its' best efforts to obtain a sale of the merchandise, there is no guarantee a sale will occur. **WE DO NOT ACCEPT ANY ITEMS FROM A CIGARETTE SMOKE ENVIRONMENT AND IF DISCOVERED AFTER RECEIPT THE ITEMS WILL BE RETURNED AT THE CONSIGNOR'S EXPENSE OR DONATED.**

**Merchandise Pricing:** We price all our items to get our consignors the best possible price for their merchandise, while using our best knowledge of the fair market resell value. The initial selling price for consigned merchandise is established solely by Fun Finds & Designs, Inc., while valuing the client's input on brand, age, and original purchase price (if available). Consigned items may have a small fee included for cleaning and storage that will be borne by the buyer and will not be shared as part of the consignors revenue for percentage payment.

**Merchandise Receipt:** Each time merchandise is consigned with Fun Finds & Designs, Inc., the items will be placed under the Consignor's name on a Fun Finds' Consignment Sheet, which will include Consignor's contact information, account number and a list of items consigned on that date. It is the Consignor's responsibility to review the Consignment Sheet for accuracy. Fun Finds & Designs, Inc. cannot be held liable for losses resulting from incomplete or inaccurate information.

**Consignment Term:** The consignment term shall be for a period of 120 days. The consignment term starts on the date an item is logged into Fun Finds & Designs, Inc. inventory system. Merchandise not sold in 30 days will be automatically marked down 10%. Merchandise not sold in 60 days will be marked down 20% and merchandise not sold after 90 days will be marked down 30%.

All markdowns are from the ORIGINAL selling price.

**Consignment Term Expiration:** It is the responsibility of the Consignor to pick up any unsold articles three (3) days prior to the consignment term expiration, if they wish to retain possession. Any item not pickup up by the consignor prior to the 120 day consignment period will become the property of Fun Finds & Designs, Inc. and may be marked down to clearance pricing or donated. Donation slips received by Fun Finds & Designs, Inc. for any item deemed of greater value than \$100.00 will be sent to the Consignor for their tax purposes.

**Fun Finds and Designs, Inc. does not return non-furniture items (accessories, lighting, artwork, rugs, etc.) that have reached the 120 day consignment period. They will be marked for clearance or donated as Fun Finds and Designs, Inc deems appropriate without compensation to the consignor.**

**It is the responsibility of the Consignor to track the 120 day consignment term expiration and Fun Finds and Designs, Inc. will not be liable for any item left in its' possession beyond the contract period.**

**Items lost, stolen or damaged:** All reasonable care will be taken of articles consigned with Fun Finds & Designs Inc., however they are left at the Consignor's risk and compensation will not be due to any consignor for lost, stolen or damaged items.

**Payment to Consignors:** Payment for each month's sales will be processed on the 10<sup>th</sup> day of the month following the sale. We do offer 45 day layaway on items in excess of \$100.00 and payment is not made to the consignor until the layaway is paid in full. **All consignors may pick up their check at our store location any time after the 10<sup>th</sup>. A consignor's check may be mailed if a special request is made.**

**"I have read and understand the terms of the Consignment Contract and agree to accept the conditions therein as applicable to all items consigned with Fun Finds & Designs, Inc. by signing the Consignment Sheet."**

**CALL US FOR AN APPOINTMENT TO VIEW OR RECEIVE YOUR  
CONSIGNMENT ITEMS AT 770-704-0448**

Effective 12/01/10