



This agreement is entered into as of the date herein, by and between the parties named herein, subject to the terms and conditions set forth below.

1. Encore Interiors, A Consignment Gallery will retain 50% of item(s) sale price as commission.
2. Merchandise will be offered for sale 1st 30 days at full price, 2nd 30 days less 20% of original price and 3rd 30 days less 50% of original price. We reserve the right to additionally discount your merchandise. Discount not to exceed an additional 10% of original price after the 1st 14 days. Items priced \$23.00 or less will not be discounted.
3. Consignor will approve pricing within 24 hours after Encore Interiors advises pricing via email if not approved at the time of delivery. If consignor does not reach us with approval, merchandise will be placed for sale priced at our discretion.
4. Consignor may retrieve their merchandise at anytime during the term of the consignment period with 24 hours notice. If consignor has provided notice during the consignment period, item must be retrieved within 48 hours of such.
5. Encore Interiors, A Consignment Gallery assumes no liability for loss, damage to or destruction of any item consigned. WE DO NOT PROVIDE INSURANCE.
6. Consignor represents and warrants that it is the sole owner of the item(s) and said items are free and clear of any liens or encumbrances. Said representation amounts to a warranty of title from the Consignor to the Consignee and Consignee's customers.
7. If items are found unsaleable, Encore Interiors, A Consignment Gallery reserves the right to return item(s) to consignor. Consignor is responsible for picking up unsaleable item(s) within 48 hours of notice or item(s) will be donated.
- 8. CONSIGNOR MUST PICK UP ALL UNSOLD ITEMS WITHIN 90 DAYS FROM THE DATE OF CONSIGNMENT OR RENEW FOR ANOTHER 30 DAYS (AT THE DISCRETION OF ENCORE INTERIORS). ALL UNSOLD ITEMS NOT PICKED UP AFTER THE END OF THE CONSIGNMENT PERIOD WILL BECOME THE PROPERTY OF ENCORE INTERIORS, A CONSIGNMENT GALLERY TO DISPOSE OF AS THEY SEE FIT.____(initials)**
9. This Consignment Agreement is renewable once only. The maximum consignment length is 120 days.
10. Checks can be picked up at the store after the 15th of the month for item(s) sold during the prior whole month. WE DO NOT MAIL CHECKS to consignors located within 20 miles of the store. Consignment payments will be voided if not cashed within 90 days of check date.
- 11. IT IS THE RESPONSIBILITY OF THE CONSIGNOR TO MAINTAIN ALL RECORDS OF CONSIGNED MERCHANDISE AND CALL NOT LESS THAN ONCE A MONTH AFTER THE 1ST TO CONFIRM SALES, PICKUPS AND CONTRACT TERMINATION.**
12. Pick-up service is available for a charge of \$175.00 if located within 20 miles of the store.

13. Should Encore Interiors be held liable for any breach of contract or breach of duty or tort claim filed by Consignor, said damages shall be limited to no more than the stated value of the Consignor's payment under this agreement for the item in question and the Consignor shall not be entitled to any further compensatory, consequential, punitive or special damages whatsoever.

14. Any and all disputes by or between the parties relative to this agreement shall be exclusively filed and adjudicated in the 17th Judicial Circuit Court, in and for, Broward County Florida and the prevailing party in such an action shall be awarded their reasonable attorneys fees and costs payable by the non-prevailing party.

15. This is the entire agreement between the parties and it contains all the terms and provisions between the parties relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect, except by any such contemporaneous agreement specifically referring to and modifying this agreement signed by both parties. Consignor may not assign this agreement whatsoever.