



Terms and Conditions

Southern Comforts Fine Furniture Consignments, Inc.



The merchandise described via Consignment Agreement is received from the consignor to Southern Comforts Fine Furniture Consignments Inc. for resale under the following Terms and Conditions. No other terms or conditions apply to this agreement.

1. The consignor warrants that all items listed within the Consignment Agreement are his/her property.
2. Southern Comforts Fine Furniture Consignments Inc. will establish the price of your merchandise based on our experience.
3. This agreement is for 100 days from the date each item is received. If any merchandise is not sold at the expiration of 100 days from the date hereon, the consignor agrees to remove said merchandise. If the event the consignor fails to remove the merchandise within 3 days from the date of expiration, Southern Comforts Fine Furniture Consignments, Inc. is hereby authorized to return the merchandise to the consignor at the expense of the consignor, store the merchandise at the expense of the consignor, or otherwise dispose of the merchandise, as Southern Comforts Fine Furniture Consignments, Inc. shall deem appropriate. Southern Comforts Fine Furniture Consignments, Inc. is hereby relieved of giving notice of any of the aforementioned alternatives. All merchandise as stated in the Consignment Agreement, not sold and subsequently not removed from the premises of Southern Comforts Fine Furniture Consignments, Inc. within 3 days of the date of expiration of this agreement will be considered abandoned and thereby becomes the property of Southern Comforts Fine Furniture Consignments, Inc. without any further expense to the consignor.
4. Price reductions will be taken every 30 days ranging up to 15%.
5. The consignor may terminate this agreement at any time by giving the consignee 3 days written notice. Any applicable fees and/or charges due to Southern Comforts Fine Furniture Consignments, Inc. arising from the Terms and Conditions within this agreement are unconditionally due at the time of cancellation.
6. Upon sale of any property, the consignor shall receive half of the selling price of the merchandise less any applicable fees and/or charges as stated in the Terms and Conditions for items selling over \$50.00. Items selling under \$50.00, the consignor shall receive 45% of the sales proceeds.
7. Discounts given as a result of advertised specials or discount coupons shall be shared equally between the consignor and Southern Comforts Fine Furniture Consignments Inc.
8. Items put into lay-away by customers of Southern Comforts Fine Furniture Consignments, Inc. are NOT considered sold until the final payment is received. Any sums of money on deposit forfeited shall become the sole property of Southern Comforts Fine Furniture Consignments, Inc..
9. The consignor agrees that Southern Comforts Fine Furniture Consignments, Inc. has the right to hold the consignor's portion of the sale until the 15th day of the month following the month in which the purchaser has paid in full for the merchandise to Southern Comforts Fine Furniture Consignments, Inc.. Checks to the consignor will be mailed. Written authorizations from the consignor must be received by Southern Comforts Fine Furniture Consignments, Inc. before Southern Comforts Fine Furniture Consignments, Inc. will release a check to a representative of the consignor.
10. The consignor specifically agrees to indemnify and consider Southern Comforts Fine Furniture Consignments, Inc. harmless from any and all liability, claims, demands, damages, and costs arising by virtue of Southern Comforts Fine Furniture Consignments, Inc. merchandising, selling, or delivering the aforementioned merchandise, including but not limited to liability, claims, demands, damages, or costs caused by breach of actual or implied warranties, contract, negligence, or unintentional or negligent misrepresentation, by the consignor, or by Southern Comforts Fine Furniture Consignments, Inc., its agents or employees. The consignor has the responsibility to carry his/her own insurance for their merchandise.
11. The consignor has the responsibility of checking on his/her property. Southern Comforts Fine Furniture Consignments, Inc. will not be responsible for notifying consignors if their property has sold. Your check will be mailed to you, and that shall be the same as notification.

GENTLY USED - NEW - MARKET SAMPLES