

## **CONSIGNMENT CONTRACT**

The undersigned or the sender of this email ("Consignor") hereby consigns the item(s) listed on the attached Consigned Inventory to Foryu LLC dba Foryu Furnishings ("Foryu") for 60 days. The original price and consigned date for each item is set forth on the Consigned Inventory.

### **COMMISSION TERMS:**

Consignor agrees that Foryu will keep 55% of the final selling price during the Standard Consignment Period (60 days), and 65% during the Extended Consignment Period (if any) as commission for selling the consigned item(s).

### **MARKDOWN TERMS:**

Consignor agrees that Foryu, in its sole discretion, may mark down the price of the consigned item(s) up to 30% from the Original Price during the Standard Consignment Period.

### **PAYMENT TO CONSIGNOR:**

Payments \$30 or greater will be mailed to Consignor on or before the 10th of each month for consigned items sold during the previous calendar month; however, amounts less than \$30.00 are available for pickup in cash at the store. Any shipping charges for transporting items to Foryu will be paid by Consignor, or deducted from any amounts payable to the Consignor.

### **FOR ITEMS NOT SOLD:**

In Foryu's sole discretion, Foryu may offer to extend the consignment period beyond 60 days for some consigned items. The Extended Consignment Period will be up to an additional 60 days. During the Extended Consignment Period, Foryu will retain a 65% commission based on the final selling price. Foryu, in its sole discretion, may reduce the selling price until the consigned items sell, or may donate them during the Extended Consignment Period.

It is Consignor's responsibility to retrieve the unsold consigned items at the end of the 60-day consignment period, if they are not to be donated. Consignor agrees that unsold consigned items that have not been picked up within 7 days after the end of the Extended Consignment Period will be considered donated to Foryu, and Foryu may sell, donate or discard such

items in its sole discretion with no payment due to Consignor. **Please note that Consignor will not receive a reminder call to pick up unsold items.**

**WITHDRAWAL OF CONSIGNED ITEMS:**

Any item withdrawn from consignment by Consignor prior to the end of the Standard Consignment Period will be charged a flooring fee of 15% of the Original Price when reclaimed by Consignor. Any consigned items withdrawn from consignment but left with Foryu beyond 7 days from the date of withdrawal shall be deemed donated to Foryu.

**OTHER TERMS:**

Foryu reserves the right to refuse any items in its sole discretion (e.g. items with damages, stains, tobacco or pet odor), and the Consignor will still be responsible for paying the cost of transporting the items to and from Foryu.

Foryu reserves the right to publish photos of any consigned items, including on the Internet, for purposes of sales or marketing.

Foryu assumes no liability for the loss or destruction of any consigned item.

Consignor represents and warrants: (a) that he/she is the sole owner of the consigned property or a legally-authorized representative of the owner; (b) that he/she has the full legal right to sell or cause the consigned property to be sold; (c) that the consigned property is and will remain free of liens; (d) and that the clear title and right to possess the property will pass to the buyer upon sale. The consignor indemnifies and holds Foryu harmless from any claims, damages, and expenses (including attorney fees and costs) arising out of or related to any failure or breach of the Consignor's representation and warranties, including but not limited to any dispute as to ownership of any consigned property.

Consignor:

Print \_\_\_\_\_ Signature \_\_\_\_\_

Consignee: Foryu LLC dba Foryu Furnishings

Date: