

Terms and Conditions

Furniture Depot Inc.

The merchandise described via Consignment Agreement is received from the consignor by Furniture Depot 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. This agreement is for 90 days from the date each item is received. If any merchandise is not sold at the expiration of 90 days from the date hereon, the consignor agrees to remove said merchandise. In the event the consignor fails to remove the merchandise within 2 days from the date of expiration, Furniture Depot 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 Furniture Depot shall deem appropriate. Furniture Depot 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 Furniture Depot within 92 days of the date of this agreement will be considered abandoned and thereby becomes the property of Furniture Depot without any further expense to the consignor.
3. Any property accepted by Furniture Depot from the consignor must be in a saleable condition. Any and all costs for cleaning, assembly, repair, parts and/or labor required to make the property saleable will be agreed upon at time of consignment and then deducted from the consignor's portion of the receipts upon sale of said property.
4. The consignor may terminate this agreement at any time by giving the other party 3 days written notice. Any applicable fees and/or charges due to Furniture Depot arising from the Terms and Conditions within this agreement are unconditionally due at the time of cancellation.
5. 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.
6. Discounts given as a result of advertised specials or discount coupons shall be shared equally between the consignor and Furniture Depot.
7. Items put into lay-away by customers of Furniture Depot are NOT considered sold until the final payment is received. Any sums of money on deposit forfeited shall become the sole property of Furniture Depot.
8. The consignor agrees that Furniture Depot 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 Furniture Depot. Checks to the consignor must be picked up in person at 1421 North Richmond Street by the consignor. Written authorization from the consignor must be received by Furniture Depot before Furniture Depot will release a check to a representative of the consignor. Any consignor needing their check mailed must provide self-addressed stamped envelopes to Furniture Depot.
9. The consignor specifically agrees to indemnify and consider Furniture Depot harmless from any and all liability, claims, demands, damages, and costs arising by virtue of Furniture Depot 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, negligence, or unintentional or negligent misrepresentation, by the consignor, or by Furniture Depot, its agents or employees. The consignor has the responsibility to carry his/her own insurance for merchandise.
10. The consignor has the responsibility of checking on his/her property. Furniture Depot will not be responsible for notifying consignors if their property has sold. Checks need to be picked up no later than ninety days after merchandise is sold.