

Terms and Conditions

1. The consignor warrants that all items are his/her property.
2. This agreement is for 120 days from the date signed below. If any merchandise is not sold at the expiration of 120 days from the date hereon. After 120 days the merchandise becomes the property of Déjà vu Furniture and Accessories without any further obligations to the consignor.
3. Déjà vu Furniture and Accessories will have the exclusive right to price and sell the property.
4. Any property accepted by Déjà vu Furniture and Accessories from the consignee must be in a saleable condition.
5. Consignors may pick up item(s) before the consignment term is up, however, there is a 60% penalty fee based on the current sale price of the item. Once a Consignor has decided to cancel the contract, they have one day to arrange for pick-up. Items will remain on the floor, available for sale, until they have been picked up. Consignor should make sure they have a vehicle large enough to transport their item(s) and enough help to load it.
6. Upon sale of any property, the consignor shall receive 40% of the selling price of the merchandise less any applicable fees and/or charges as stated in these Terms and Conditions.
7. Discounts given as a result of advertised specials or discount coupons shall be shared equally between the consignor and Déjà vu Furniture and Accessories.
8. Déjà vu Furniture and Accessories shall have the right to sell any item upon a time or deposit basis (lay-away). The consignor shall receive his/her share of the sale only after the purchaser has paid the full price to Déjà vu Furniture and Accessories. Items put into layaway by clients of Déjà vu Furniture and Accessories are NOT considered sold until the final payment is received from the client. Any sums of money on deposit forfeited shall become the sole property of Déjà vu Furniture and Accessories.
9. The consignor agrees that Déjà vu Furniture and Accessories 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 Déjà vu Furniture and Accessories. Checks to the consignor may be picked up in person at 101 5th Avenue South by the consignor or it will be placed in the mail. Checks are only written for \$20 or more. If you have a credit less than \$20 you may use said credit toward purchases in the store or you may wait until additional items sell and roll the amount over the \$20 minimum. If you do want a check and the amount is less than \$20 you will be charged a \$2 check fee.
10. The consignor specifically agrees to indemnify and save Déjà vu Furniture and Accessories harmless from any and all liability, claims, demands, damages, and costs arising by virtue of Déjà vu Furniture and Accessories 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 Déjà vu Furniture and Accessories, its agents or employees.
11. Déjà vu Furniture and Accessories is not responsible for any damage or theft to the property while left on consignment. Déjà vu Furniture and Accessories, its agents or employees are not responsible for any loss or damage to merchandise caused by handling. It is further understood and agreed as one of the considerations upon which Déjà vu Furniture and Accessories accepts the merchandise and in the absence of which Déjà vu Furniture and Accessories would not enter into this agreement, that Déjà vu Furniture and Accessories assumes no responsibility and is hereby relieved from any and all liability, claims or charges in the event of loss of merchandise by reason of fire, theft, burglary or for any other cause and if any or all of merchandise is lost as a result of shoplifting or otherwise the consignor agrees to accept Déjà vu Furniture and Accessories statement of fact as to such loss and consignor does hereby expressly waive any claims for loss of merchandise from any cause whatsoever. Déjà vu Furniture and Accessories does not provide insurance for consignment items. The consignor has the responsibility to carry his/her own insurance for merchandise.

DÉJÀ VU FURNITURE & ACCESSORIES

101 5th Avenue South Clinton, IA 52732 563-242-3356

Consignment Agreement

Account #: _____
 Start Date: _____
 End Date: _____

Consignor: _____
 Address: _____

 Home Phone: _____
 Work Phone: _____
 Mobile Phone: _____

Item Description	Age (if known)	Original Cost (if known)	Selling Price (60/40 split)
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			
11. _____			
12. _____			
13. _____			
14. _____			
15. _____			
16. _____			
17. _____			

How did you find out about us? Previous Account Referral Sign Flyer/Mailer News Paper Radio

If your items are not sold within 120 days, they will become property of DÉJÀ VU FURNITURE & ACCESSORIES and may be sold or disposed of at our discretion (commission will be paid to consignor at the discretion of Déjà vu)

As evidenced by my signature below, I certify that I have fully read, understand and agree to all the terms and conditions listed on this form (front and reverse pages)

Consignor _____ Date _____ Déjà vu Furniture Rep. _____ Date _____