

HOME AGAIN WILMINGTON, LLC
CONSIGNMENT AGREEMENT
Terms and Conditions
Version. 061115

- **Home Again LLC consigns items for a period of (90) days.** Any items picked up by the consignor during the contract period may be subject to a 25% fee of the initial selling price.
- **The consignor receives 50% of the sales price of item(s).**
- The sales price of all items automatically reduces by 10% every 30 days.
- Home Again reserves the right to offer 10% off promotions at any time during the contract.
- It is the responsibility of the consignor to get their item(s) to the store, but Home Again can provide contacts to reasonable movers if needed.
- If any item(s) remain unsold after (90) days, the consignor shall have (72) hours to pick it up, at their sole expense. Any items not picked up shall become the sole property of Home Again. Notice is not sent that item(s) are expiring.
- Payment checks will be mailed by the 10th of the month following the close of the previous month. It is the consignor's responsibility to advise Home Again of any address changes.
- Home Again reserves the right to terminate the contract with the consignor at any time and for any reason during the contract.
- All items should arrive to Home Again clean and in excellent condition. Home Again reserves the right to access a fee should it be necessary clean or repair any items.
- The consignor should provide all information on the item(s) to Home Again prior to consignment, such as where purchased, how much paid, etc. Original sales receipts are helpful, if available. Please note: If the consignor is not present when item(s) are received & priced, they will be valued and priced at Home Again's sole discretion and offered for sale immediately.
- Consignor represents and warrants that it is the lawful owner of the merchandise, that the merchandise is free from all encumbrances. The consignor has the right to sell the merchandise and will warrant and defend, at their sole expense, the sales of the merchandise against the lawful claims of any and all persons, entities, or estates.
- Consignor at all times agrees to keep the merchandise insured for its fair market value during the term of this agreement and further agrees to hold harmless, indemnify and release Home Again from any liability, arising from the loss or damage of said merchandise during the term of this Agreement.
- This Agreement shall be construed pursuant to the laws of the State of North Carolina, represents the entire Agreement between the parties and shall not be modified other than by written amendment signed by both parties. All court filings will be New Hanover Co., NC, in the event of a dispute arising from this Agreement.
- **Please note:** It is our mission to provide our customers with items that are in excellent condition. It is not always possible to determine the condition from photos, so we reserve the right to not to accept any pre-approved items if the quality does not meet our criteria.