

# P & F TREASURES AND MORE

## CONSIGNMENT AGREEMENT

This Consignment Agreement (“Agreement”) is made effective as of \_\_\_\_\_, between \_\_\_\_\_ (“Consignor”), of **Sandra Florio**\_\_\_\_\_, and **P & F Treasures and More** (“Consignee”), located at **14 Moran Street Newton, NJ 07860**.

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### 1. Right to Sell

The **Consignor** grants **P & F Treasures and More** the exclusive right to sell the items listed in the attached “**Consignment Inventory Sheet**” under the terms of this Agreement. The **Consignor** agrees to deliver the items to **P & F Treasures and More**, which will use its best efforts to sell them through its physical store, online platforms, or social media.

- **Pricing Agreement:** All sale prices will be mutually agreed upon. However, after **60 - 90 days**, P & F Treasures and More can suggest **discounting items up to 10 - 20%** to encourage sales. Further discounts may be discussed with the Consignor.
- **Pricing Authority:** **P & F Treasures and More reserves the right to adjust pricing based on market demand, seasonality, and inventory turnover, while making reasonable efforts to notify the Consignor.**
- **Marketing Consent:** The Consignor agrees that P & F Treasures and More may photograph, promote, and display the consigned items in-store and online.

Third-Party Sales: Items may be listed and sold through online platforms or marketplaces, and any applicable fees may be deducted from sale proceeds.

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## 2. Proceeds of Sales & Payment Terms

P & F Treasures and More will pay the Consignor 50% of the final sale price, minus any applicable shipping, processing, cleaning, or third-party platform fees.

- **Payment Schedule:** Payments will be issued **on the 15th of each month for sales made in the previous month.**
  - **Preferred Payment Method:** Payments will be made via the method selected by the Consignor on this agreement (Cash, Check, Zelle).
  - **Unclaimed Funds:** If the Consignor fails to provide accurate payment details or does not claim proceeds within **6 months**, the funds are forfeited to cover administrative costs.
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## 3. Ownership, Unsold Items & Pick-Up Policy

The **Consignor** retains ownership of all items until sold. If an item remains unsold after **90 days**, **P & F Treasures and More reserves the right to either purchase it at a mutually agreed price or return it to the Consignor.**

- **Item Condition:** All items must be clean and in good, “clean and in good, sellable condition”. Items presented in garbage bags or in unacceptable condition will not be accepted. **P & F Treasures and More reserves the right to refuse any items that do not meet quality, condition, or marketability standards.**
  - **Furniture & Large Items:** Due to space limitations, **most furniture and oversized items will remain with the Consignor until sold.** The Consignor agrees to provide photos and details for marketing. The Consignor is responsible for delivering the furniture to the buyer or arranging pickup unless otherwise agreed.
  - **Pick-Up Policy for Unsold Items:** If items are not retrieved within 15 days after **reasonable notice is given via phone, email, or written communication**, they will be considered **abandoned property** and may be donated, discarded, or sold at the sole discretion of P & F Treasures and More without further compensation.
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## 4. Loss, Damage & Liability

P & F Treasures and More will take reasonable care of consigned items but are not **liable for loss or damage due to theft, fire, natural disasters, or other unforeseen events.**

- **Customer Handling Disclaimer:** The Consignor acknowledges that customers may handle items in-store, and P & F Treasures and More is **not responsible for minor wear or damage caused by customer interaction.**
  - If an item is lost or damaged **while under the direct control of P & F Treasures and More**, the shop agrees to compensate the Consignor at an agreed-upon value.
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## 5. Warranties & Returns

- Neither party makes warranties regarding the resale, condition, or performance of items once sold.
  - The Consignor guarantees that all items are authentic and legally owned. The Consignor assumes full responsibility for any disputes regarding authenticity or ownership.
  - P & F Treasures and More does **not offer refunds or returns** on consigned items unless previously discussed.
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## 6. Termination

This Agreement may be terminated by P & F Treasures and More with **7 days' written notice.** Otherwise, it will automatically terminate **after 90 days** unless both parties agree to an extension.

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## 7. Amendments & Legal Provisions

- **Entire Agreement:** This document constitutes the entire agreement between both parties.
- **Modifications:** Any amendments must be in writing and signed by both parties.
- **Severability:** If any part of this Agreement is found unenforceable, the remaining terms will still apply.
- **Governing Law:** This Agreement shall be governed by the laws of the **State of New Jersey.**

- **Electronic Communication:** The Consignor agrees to receive contracts, payment reports, and communications electronically via email unless otherwise requested.
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## 8. Signatures

### Consignor

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Preferred Payment Method: \_\_\_\_\_

### P & F Treasures and More

Date: \_\_\_\_\_

Signed: 

Title: Owner (Consignee)

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## Attached: “Consignment Inventory Sheet”

(A separate document listing all items consigned, including descriptions, agreed prices, and condition)