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Consignment Agreement

We (Coyle Design LLC, doing business as FANTASTIC FINDS, the consignee), and you (the consignor)-

Print Name:

Address:

Email:

Tel. No.:

agree as follows:

We will accept the following item(s) on consignment for sale in our store at the specified initial price:

You are responsible for delivering the item(s) to our store.

You warrant that you are the owner of the property consigned and that it is subject to no third party claims or encumbrances. You agree to indemnify and hold us harmless for any damages resulting from breaches of this warranty, or from any material misrepresentations regarding the nature or provenance of the item(s).

You are giving us the exclusive right to sell the item(s) for a consignment period of 120 days beginning _____. The initial selling price has been or will be mutually agreed between you and us. Although we may express our opinion regarding what price we think we could sell your item(s) for, we do not claim to be experts regarding the market value of your item(s) and do not warrant or guarantee any value or selling price.

We will use reasonable efforts in accordance with our usual business practices to sell your item(s). You agree that we can, at our option, reduce the agreed selling price of your unsold item(s) by 10% after 30 days, 20% after 60 days, and 50% after 90 days. You will not be notified of these price reductions. If we receive a reasonable offer for your item(s) from a customer that is less than the price determined as described in this paragraph, we may notify you by telephone and will accept the offer only if we receive your verbal agreement to the lesser price.

If you remove an item from consignment prior to expiration of the 120-day consignment period, we may require that you pay us 10% of the initial selling price as liquidated damages to reimburse us for our costs of handling the consignment.

You will pick up within 5 days any item(s) that remain(s) unsold after expiration of the consignment period (unless we've mutually agreed in writing to extend the consignment period). We are not obligated to notify you of the end of the consignment period, and you agree that any unsold item(s) that you fail to pickup will be considered abandoned and may be disposed of in any way we deem appropriate.

If the item(s) is/are sold during the consignment period, you will receive 50% of the net proceeds (selling price exclusive of taxes and delivery charges), and we will keep 50%. Proceeds will be paid by check within 30-days of the sale of the item(s). You agree to take any steps necessary to transfer ownership of the sold item(s), such as by signing any required title work, etc.

Although we will use reasonable care for your item(s) while in our possession, we are not responsible for any loss or damage to the item(s).

This agreement shall be governed by Florida law, and venue for any legal action arising out of this agreement will be in Indian River County, FL. Reasonable attorney's fees shall be awarded to the prevailing party in any action to enforce this agreement.

This agreement is the entire agreement between you and us.

Your signature
Dated:

Fantastic Finds, by:
Dated: