

## Furniture Liquidation Proposal

FSN AM: Joshua Taylor

Ref AM: Robert Butler

CC Ref #: 3383

Date: 4/10/2019

FSN Proposal #000357

## Seller Company

Company: Sample Company

Address: 1234 Main Street

City: Dallas

Suite: 55555

St: TX Zip: 75123

## Seller Contact

Contact: Jackie Blankv

Phone: (555) 555-9999 Cell: (555) 555-5559

E-mail: eee@dyygdd.com

## Buyer Company

Company: Furniture Solutions Now, LLC

Address: 1505 Oak Lawn

City: Dallas

Suite: 300

St: TX Zip: 75207

## Buyer Contact

Contact: Michael Monette

Phone: (214) 879-0500 Cell: (214) 738-3365

E-mail: mmonette@tospartners.com

## Proposal Scope of Work (SOW)

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## Agreements

- Client is responsible for all water and electrical disconnects at its expense. Data Cabling Provision: See item 11 Terms Conditions.
- Client is responsible for scheduling the agreed upon furniture removal times with the client building(s) property management. Client is responsible to affirm that schedule confirmation to FSN by email.
- Scheduled building / elevator / dock egress must be for FSN's sole use or client must inform FSN of planned mixed use a minimum of five (5) business days prior to FSN's scheduled use.
- By signature below, client agrees that all furniture, items in the liquidated inventory change title to FSN when the client signs this FSN liquidation proposal. Any furniture, items contained in the signed liquidation proposal inventory, attached to this proposal as Excel file Addendum B, that are subsequently removed by the client without FSN's approval will be adjusted into the proposal at FSN's projected retail sale price.
- Payments due to Seller within three business days after inventory verification.
- When you sign this proposal below it becomes a bill of sale for the furniture that we have proposed to liquidate. Our proposal's financial offering is predicated on all of the furniture proposed upon being on site when we arrive to pick it up. We will audit it at the time of pick up. By your signature below, you agree that any missing furniture will be credited against you at fair market pricing. That resulting credit will either decrease our cash offer, or increase our charge to remove the inventory.

FSN to Pay Seller: \$86,010.03

Seller to Pay FSN: \$0.00

Proposal good for 10 calendar days.

## Seller Furniture Location

Company: Sample Company

Address: 1234 Main Street

City: Dallas

Suite:

St: TX Zip: 75123

## Seller Furniture Location Contact

Contact: John Client

Phone: (214) 555-5555 Cell: (214) 555-6666

E-mail: jdoe@testco.com

I accept this Proposal, and its Terms and Conditions Exhibit A, attached to this Proposal. I warrant that I am authorized to commit the Company named above to the sale of the furniture detailed in this agreement. Exhibit A, Terms and Conditions MUST BE initialed prior to FSN providing the proposed services.

Seller Signature:

Date:

Printed Name:

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## FSN Liquidation Proposal # 000357

## Terms and Conditions (T&amp;C) Exhibit A

- 1. Agreement Between Parties:** This agreement, it's attached Proposal Scope of Work (SOW hereafter), and any change orders that may result, constitute the entire agreement between Furniture Solutions Now, Ltd. (FSN hereafter) and the client, and no other representations or statements will be binding upon those parties. If any part of this agreement is found to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.
- 2. Client Coordination Personnel:** At Seller's choice Client is to assign coordination personnel to be available during SOW activities. FSN is not responsible for any cost of client's employees, representatives, loss of use, or the employees, vehicles, and/or equipment of any other vendor that client may hire in any event.
- 3. Furniture Lien:** Seller certifies furniture is free from lien, encumbrances, litigation, and accepts full responsibility for any litigation expense that may result to FSN from their transfer of ownership of furniture to FSN.
- 4. Furniture Removal:** Seller agrees not to remove any furniture from the site after agreeing to FSN's purchase proposal offer.
- 5. Proposal Amendment:** FSN reserves right to amend the proposal if proposed furniture inventory changes.
- 6. Access to Furniture:** Seller is responsible for FSN's unencumbered access to the location containing the purchased furniture.
- 7. Furniture Title:** Seller agrees title of furniture / assets transfer to Buyer upon the Seller's signature of Buyer's liquidation proposal. Once the liquidation proposal is signed, Buyer agrees not to remove furniture / assets from the liquidation inventory, not to sell furniture / assets from their physical location. If furniture / assets are removed from the furniture liquidation inventory, or from their physical location, Seller agrees to pay Buyer the estimated retail resale price of the furniture removed.
- 8. Client Responsibilities for Water / Electrical Disconnect:** Client is responsible for the shut off and disconnect of all water lines / water disconnects of any kind, as well as for the electrical disconnect of any electrical connections of any kind. If client fails this responsibility, client agrees to pay FSN the cost of the service providers for water or electrical disconnects that comply with building or local municipality codes plus 25% of that cost. Moreover, the client agrees that FSN is released from all liability of water or electrical disconnect activity in any event.
- 9. Removal of Non-liquidation proposal furniture / asset items:** Unless Buyer has been contracted to remove all furniture / assets in an area, Seller agrees that Buyer is not responsible for removal of non-liquidation proposal related items or debris, or for broom cleaning the floor(s) of that area.
- 10. Furniture / Asset Uninstall Removal:** FSN to incur all furniture / asset uninstall and removal expense required to remove the agreed upon furniture / assets. Unless previously contracted for repair, FSN is not responsible for facility repair resulting from furniture / asset attachment points.
- 11. Phone and Data Cabling:** Unless instructed otherwise in writing, FSN will physically sever all phone and data cabling routed through furniture at the point the cabling enters the space.
- 12. Worksite, Dock, and Elevator Access:** Client is to ensure unrestricted access to all facilities required to complete the SOW activities and/or to make needed post SOW repairs. FSN is not responsible for dock, elevator use, elevator operator, elevator mechanic, or elevator top/bottom car fees in any event.
- 13. Damage Reporting / Payment Withholding:** Damage of any kind that client claims are related to FSN services must be reported to FSN via written correspondence, to include e-mail, within three business days of FSN having been on site. In the event of damage, client agrees not to withhold all or any part of Furniture Solutions Now, Ltd.'s invoice(s) for services beyond the agreed payment term. Withholding payment beyond the agreement terms shall void all FSN warranties or repair liability.
- 14. FSN Option to Repair:** Client grants FSN the option to repair any damage caused by FSN that in FSN's opinion is repairable. Successful repair is defined as returning the damaged item or area substantially to its pre-damaged condition. FSN will not be liable, including by offset or deduction, for other contractor repair expense without FSN's prior written consent. Client agrees not to hold FSN liable for a type of damage based on a 'pro-rata' distribution of fault among multiple Vendors.
- 15. Additionally Billable Events:** Billable events outside of the estimate SOW may include, but are not limited to, client's failure to perform certain agreed or assumed tasks by the times and dates agreed, incomplete destination finish out, inadequate space planning, missing parts, delay from elevator power failure, weather delay, significant traffic delay, worksite obstruction from client assets or personnel, services or materials requested by client representatives outside of the SOW or signed change orders, debris, the presence of other Contractors, or requests to store or dispose of excess furniture or goods.