

**THE CONSIGNMENT CONNECTION
CONSIGNOR AGREEMENT & LIABILITY WAIVER**

Fill in Year: Spring _____ Fall _____

Name: _____

Consignor ID#: _____

Phone Number: _____

(Please provide a phone number at which you can be reached during the sale.)

Please Check One

- I will pick up my unsold items at the scheduled pickup time after the close of the sale.*
- I will not pick up my unsold items, and they will become the property of The Consignment Connection.*

Commission Payments will be sent by check via U.S. Mail. Bring a self-addressed, stamped envelope to turn in at drop-off.

The Consignor agrees to the following terms. Sign and date the last page of the agreement.

By signing this agreement, Consignor is agreeing to the terms and conditions for The Consignment Connection – Kids Clothing Exchange Consignment Sale, hereafter known as TCC.

FEES

- Consignor agrees to pay the consignor fee via PayPal or check at the time of registration. A \$35 fee will be charged for any checks that are returned for insufficient funds. A Consignor is not considered a registered Consignor of the current event and their account will be locked from entering items into inventory until the consignor fee is paid in full. If the Consignor fee is not paid one month prior to the event start date, the Consignor will be moved to the wait list so that other Consignors may register. **Consignor understands that registration fees are nonrefundable and nontransferable to future sales.**

RISK AND LIABILITY

- Consignor acknowledges that items remain the property of the Consignor until an item is purchased. TCC does not take title to, nor risk of loss, of any item being consigned. All items left in the possession of TCC are at the sole risk of the Consignor. The Consignor shall hold harmless and make no claims against TCC for any and all liability, to include, but not limited to, theft, loss, damage, pricing discrepancy, fire, wind, or rain, or injury, against TCC, its organizers, paid participants, team members, or establishment where the sales event is held, for any item placed on consignment. TCC will not pay for lost, missing, damaged, or stolen items. Any item not clearly tagged or items that have lost tags will be placed in "lost and found," and these items can be claimed at the scheduled pickup time for the current sale. Any "lost and found" items not claimed at the scheduled pickup time for the current sale will become the property of TCC.

CONSIGNOR AND TAGGING GUIDELINES

- Consignor agrees to read and follow all instructional guidelines for participation, as stated on the TCC website, including all general Consignor guidelines and tagging guidelines. Consignor understands that items may be pulled from the sale at any time, including after drop-off and during the sale, if they are not tagged properly or the item is not on the accepted item list.
- Consignor acknowledges that items offered to be sold are in good condition, with reasonable wear and tear, and are not stained, torn, defective, broken, or damaged in any way. TCC reserves the right to remove any items from the event due to wear and tear, stains, poor condition, defective, nonworking, excessive pricing, et cetera. Items may be pulled from the sale at any time, including after drop-off and during the sale. Consignor will not be compensated for any defective or nonworking items returned by the purchaser.

5. Consignor acknowledges that no item is the subject of any pending or threatened recall notice or other consumer protection action. Consignor acknowledges they have reviewed the CPSC recall list (www.cpsc.gov), and no items being consigned appear on such list. The selling of recalled products could also carry civil and/or criminal penalties for the Consignor. The Consignor assumes all responsibility regarding recalled items.
6. Consignor understands that the printed price of an item on a tag is what the item will sell for, not the price that is shown online in your inventory. A price discrepancy can happen if the Consignor changes a price in their inventory but does not reprint a new tag and attach it to the item.
7. If Consignor is utilizing TCC's tagging service (T.A.G.S. – Tagging Assistance Guaranteed Service), Consignor understands that they are to submit the online form to request the service and sign and submit the T.A.G.S. Agreement before service is rendered.

DONATIONS – DOLLAR DASH SALE

8. Consignor agrees to allow TCC to sell items that were checked in, and all remaining items will be sold for half of the original price on half-price day, unless Consignor's tags are marked with the "no discount" designation.
9. It is up to each individual Consignor whether you want to pick up all of your unsold items, donate a few of your unsold items, or donate all of your unsold items. Donating unsold items is totally at the discretion of the Consignor. **Consignor understands that any remaining items that are designated on their tags as "D," (Donate), and/or any unsold items not picked up at the close of the sale are the items that go into the Dollar Dash Sale. These items become the property of TCC, and they may be given to a charity of our choosing. Consignor understands they do not earn commission on the sale of Dollar Dash or donated items. These items, as well as the proceeds from the sale of these items, will be utilized at the sole discretion of TCC.** Items will not be held or stored for the Consignor after the sale has ended. If the Consignor is unable to pick up their unsold items, arrangements need to be made for someone else to pick them up.

COMMISSION

10. Consignor agrees to pay TCC 30% of the total sales amount in consideration for its work and services in coordinating, organizing, and promoting the Kids Clothing Exchange sale event. Consignor understands that they may receive an extra commission in sales for shifts worked during the sale, as stated under the Crew Member Benefits on the TCC website. Consignor understands there is a maximum of 85% commission that can be received for the Kids Clothing Exchange sale event. Consignor understands their commissions will be paid via check that will be sent via U.S. Mail. Consignor agrees that their profile information and current address is up to date in My Consignment Manager, and that is the information that will be used for mailing checks, if needed. Consignor understands they are required to bring a self-addressed, stamped envelope to turn in at drop-off, which will be used to mail their commission check. Consignor agrees to cash the check within forty-five (45) days of receipt of check so that TCC can close out their books for the current sale in a timely manner. If a check is lost and needs to be resubmitted, Consignor understands that a stop payment fee in the amount that the bank charges will be deducted from the reissued check.

ADVERTISING

11. Consignor understands that they are strongly encouraged to help publicize the event as much as possible to the community, friends, and family through word of mouth and by sharing through social media and other outlets.
12. Consignor grants to TCC, its representatives, and staff the right to take photographs of Consignor and their property in connection with the current sale. Consignor authorizes TCC, its assignees, and transferees to use and publish the same in print and/or electronically. Consignor further agrees that such photographs of Consignor, with or without Consignor's name, and for any lawful purpose, can be used for purposes such as publicity, illustration, advertising, and Web content.

COMMUNICATION

13. By registering to consign with TCC, Consignor is agreeing to accept communication and notifications from TCC in various ways, including, but not limited to, email, social media, and text messaging (SMS and/or MMS), and will not mark our communications as spam. Consignor understands they can unsubscribe from these communication platforms at any time.

EVENT CANCELLATION

14. It is understood and agreed that TCC reserves the right to interrupt or terminate the event, when, in the judgment of TCC, such interruption or termination is necessary to protect public order and community health and safety. Consignor waives any claim against TCC for refund, damages, or compensation should the event, and, therefore, this Agreement, be so interrupted or terminated.
15. In the event the space reserved or any portion of the exhibition area is destroyed or damaged by fire or any other cause, or in the event any other casualty renders TCC's fulfillment of this Agreement impossible or impractical, then this Agreement shall terminate, and TCC shall not be liable for any refund or damages to Consignor. Consignor further assumes the risk of any prevention, interruption, or termination of the event due to pandemics, strikes, lockouts, labor disputes, acts of God, structural defects in TCC's rental facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of TCC, and TCC shall not be liable to Consignor for any refund or damages resulting therefrom.
16. Unless there is a State of Emergency called for our current sale location, our event will proceed as planned. Consignors will be notified either via text messaging (SMS and/or MMS), email, Facebook (our main page and/or the consignors' group) if there are any delays or changes to the schedule.

SOLICITATION

17. Consignor agrees not to solicit or contact Shoppers or Consignors of TCC, download or use any files, reports, forms, lists, et cetera from our event, Website, or operating system to build your own business. Any violation shall result in TCC pursuing all legal recourse.

Any and all provisions contained herein shall survive the Event. Consignor certifies they have read and understand each item in this Agreement and will abide by its terms.

Consignor Name (Print): _____

Consignor Number: _____

Consignor Signature: _____

Date: _____