

The Consignment Connection Adult Clothing Exchange Consignor Agreement & Liability Waiver

Fill in Year: Spring _____ Summer _____ Fall _____

Drop-off Signature _____ Date: _____

Pickup Signature _____ Date: _____

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 you may donate them to a charity.*

The Consignor agrees to the following terms. Please read and sign the last page.

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

1. Consignor agrees to pay the consignor fee via PayPal or check during the time of online registration. A \$35 fee will be charged for any checks that are returned for insufficient funds. Consignor understands that whether they pay via PayPal or check, they are not considered a registered Consignor of the current event until payment has been received. If payment is not received within two (2) months prior to the event, they may be placed on the wait list so that other Consignors may register. Consignor understands that their account will be locked, and no items can be entered into the database until the consignor fee is paid in full. **Consignor understands that prepaid registration fees are nonrefundable and nontransferable to future sales.**
2. Consignor understands they must register using our 6-digit consignor number sequence (first initial of first name, first initial of last name, and last 4 digits of cell phone number – Example: PM2455). Consignors may transfer tags from another consignment sale; however, Consignor understands that if their consignor number from the sale they are transferring from is a different consignor number, they must reprint their tags to be used for The Consignment Connection's sale.
3. Consignor shall hold harmless and make no claim for damage, loss, theft, pricing discrepancy, or injury against The Consignment Connection, its organizers, paid participants, team members, or establishment where the sales event is held for any item placed on consignment. The Consignment Connection 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." Items not claimed at the scheduled pickup time for the current sale will become the property of The Consignment Connection.
4. Consignor acknowledges that items remain the property of the Consignor until an item is purchased. The Consignment Connection does not take title to, nor risk of loss, of any item being consigned.
5. All items left in the possession of The Consignment Connection are at the sole risk of the Consignor. The Consignor agrees that they will assume and bear all risks regarding items dropped off at the event and will hold The Consignment Connection exempt from any and all liability, to include, but not limited to, theft, loss, damage, fire, wind, or rain.

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6. If Consignor is utilizing The Consignment Connection's tagging 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.
7. Consignor agrees to allow The Consignment Connection to sell items that were checked in during drop-off. Consignor understands that 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.
8. Consignor acknowledges that items to be sold are in good condition, with reasonable wear and tear, and are not stained, torn, defective, broken, or damaged in any way. The Consignment Connection reserves the right to remove any items from the event due to wear and tear, stains, pilling, poor condition, defective, nonworking items, 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.
9. Consignor acknowledges that no item is the subject of any pending or threatened recall notice or other consumer protection action. Consignor has 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.
10. Consignor agrees to read and follow all instructional guidelines for participation, as stated on The Consignment Connection's website, including all general consignor guidelines and tagging guidelines.
11. Consignor understands that any remaining items not picked up at the close of the sale and all items designated as "donate" become the property of The Consignment Connection. 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. Consignor understands that all donated items will be put into the Dollar Dash sale, and no commission will be paid to the Consignor from items sold in the Dollar Dash sale.
12. 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. There could be a price discrepancy if the consignor changes a price in their inventory but does not reprint a new tag and attach it to the item.
13. Consignor agrees to pay The Consignment Connection 30% of the total sales amount in consideration for its work and services in coordinating, organizing, and promoting the Adult 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 Team Member Benefits on The Consignment Connection's website. Consignor understands there is a maximum of 80% commission that can be received for the Adult Clothing Exchange.
14. 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.
15. Consignor understands that commissions will be paid by check and sent via U.S. mail. Consignor agrees that their profile information and current address is up to date in My Consignment Manager. Consignor agrees to cash the check within thirty (30) days of receipt of check. If a check is lost and needs to be resubmitted, Consignor agrees that a stop payment fee and postage will be deducted from their earnings for the re-issued check.
16. By registering to consign with The Consignment Connection, Consignor agrees to accept communication and notifications in various ways, including, but not limited to, email, social media, and text messaging (SMS and/or MMS).

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17. It is understood and agreed that The Consignment Connection reserves the right to interrupt or terminate the event, when, in the judgment of The Consignment Connection, such interruption or termination is necessary to protect public order and community health and safety. Consignor waives any claim against The Consignment Connection for refund, damages, or compensation should the event, and, therefore, this Agreement, be so interrupted or terminated.
18. 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 The Consignment Connection's fulfillment of this Agreement impossible or impractical, then this Agreement shall terminate, and The Consignment Connection 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 The Consignment Connection's facility, hostile governmental action, riot, civil commotion, or other causes beyond the reasonable control of The Consignment Connection, and The Consignment Connection shall not be liable to Consignor for any refund or damages resulting therefrom.
19. 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.
20. Consignor grants to The Consignment Connection, its representatives, and staff the right to take photographs of Consignor and their property in connection with the current sale. Consignor authorizes The Consignment Connection, 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.
21. Consignor agrees not to solicit or contact Shoppers or Consignors of The Consignment Connection, download or use any files, reports, forms, lists, et cetera, from our event or operating system to build your own business. Any violation shall result in The Consignment Connection 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: _____