

MCKCS Consignors Agreement ~ Fall 2020

In consideration for the opportunity to participate in and profit from the Mid-Coast Kids Consignment Sale (MCKCS), the Consignor (seller) agrees to the following terms and conditions:

Please initial each number indicating that you have read it and sign the bottom of agreement.

_____ 1. I agree to allow MCKCS to sell any/all items checked in to the Sale. MCKCS reserves the right to reject any items that do not meet its standards. Consignors set the price of the items. Specific guidelines are available at www.midcoastkidsconsignmentsale.com. I am the sole owner of my inventory, know its history, and have full authority & responsibility to sell the items offered for sale.

_____ 2. I acknowledge the possibility of loss, theft, or damage to my consigned items, and further release the Mid-Coast Kids Consignment Sale, Jennifer-Jo Martin, any sale worker, leaser and/or owner of the property where the sale is held, and the insurer of MCKCS from any claims against loss, theft, or damage to my items. Should any items be lost, stolen, or damaged, MCKCS **shall not be held responsible** to compensate me for any items. The owner will take all reasonable steps to prevent thefts, damage or loss of the items submitted for sale but cannot guarantee that these events will not occur.

_____ 3. The distribution of proceeds from the sale of each item will be as follows:

- Consignor commission will be 70% of the proceeds
- If consignor chooses to work for ONE 4 hour shift, consignor will earn 70% plus earlier shopping privileges.
- If consignor chooses to work for THREE 4 hour shifts, consignor will earn 75% of the proceeds plus earlier shopping privileges.

I understand that the pre-paid \$10 registration fee is non-refundable. The amounts used for calculation of commission rates will be the sum of the amount received for the items sold, not the designated prices of the items sold. I understand that MCKCS agrees to pay me the designated amount, by check, within 2 weeks of the sale. I agree to deposit the check within 30 days of receiving the check or the check will be voided & forfeited.

_____ 4. I understand and agree that any items not marked "Donate" must be picked up by the designated time, **Saturday, Oct 10th, 2020 from 2:00-4:00pm**. At 4:00pm, all items will become property of MCKCS. There will be no way to pick up my items after the designated time.

_____ 5. I agree to hold harmless and make no claim against the Mid-Coast Kids Consignment Sale, Jennifer-Jo Martin, any sale worker, leaser and/or owner of the space/vicinity where the sale is held, or the insurer of MCKCS for any reasons, whether foreseen or unforeseen including any personal injury resulting from participation in the sale.

_____ 6. I understand it is my responsibility **to check for recalled items**. I have checked my items for recalls at www.cpsc.gov and/or www.recalls.gov; I am not selling any recalled items. Consignor testifies that any car seats being sold have not been in an accident and are less than 5 years old _____ (Consignor initials) with at least one year of life left before expiring. The Owner reserves the right to reject any item that has been recalled, does not meet our qualifications, or may be inappropriate.

_____ 7. If the seller agrees to work, the shifts are selected by the seller with the intent to watch over their items exercising their vested interest in making sure the sale runs efficiently and effectively. Their work is intended to provide the best return-on-investment for their items. Number of hours worked is entirely the seller's discretion. Work shifts are four hours each. It is not a requirement to work shifts.

I have read, understand, and agree to abide by the terms of the Consignor's Agreement Form.

X _____

Signature

Print Name

Date

Consignor #