

# Just As Nice Consignment Sale, LLC Consignor Agreement & Liability Waiver

Initial which applies:

A. \_\_\_\_\_ **Consignor**

I understand that if I am a Consignor, I will receive 65% of my total sale minus the \$10.00 Consignor fee.

B. \_\_\_\_\_ **Team Member & Consignor**

I understand that if I assist at the sale for a minimum of 2 hours, I will receive 70% of my total sale minus the \$10.00 Consignor fee. I agree that I am assisting at the sale for early shopping rights.

Consignor ID number: \_\_\_\_\_ Phone number: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_ @ \_\_\_\_\_

Please initial all spaces that apply:

1. \_\_\_\_\_ I verify that the items that I am consigning are mine and I have full authority to sell these items.
2. \_\_\_\_\_ I agree to allow Just As Nice Consignment Sale, LLC (JAN Consignment Sale, LLC) to sell all consigned items. I must have at least 15 items and no more than 300 items to participate in the sale.
3. \_\_\_\_\_ I agree that all items consigned with JAN Consignment Sale, LLC are clean, not broken, not defective or damaged, no missing parts and does not contain lead paint. I agree that all of my items meet U.S. Consumer Product Safety Commission (CPSC) and JAN Consignment Sale, LLC guidelines and have not been recalled. I agree that all of my items are in good working and operation condition.
4. \_\_\_\_\_ I understand that if any of my items do not meet JAN Consignment Sale, LLC they will be returned to me at drop-off or at the end of the sale. If JAN Consignment Sale, LLC missed an item and it was placed on the sales floor not meeting JAN Consignment Sale, LLC guidelines, it will be removed off the sales floor and returned to me.
5. \_\_\_\_\_ I understand that if a refund is made to the Shopper due to the product not working correctly, missing parts or not meeting JAN Consignment Sale, LLC, I will not be paid for that item. I will be contacted and the item will be return to me. I understand that it is my responsibility to pick-up my returned items from JAN Consignment Sale, LLC.

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Office use only:

Consignor Fee paid in advance / Notes: \_\_\_\_\_

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6. \_\_\_\_\_ I am responsible for entering my items into JAN Consignment Sale, LLC computer system, pricing and tagging my items. I am responsible for determining which items will be 50% off on Half Off Day, Sunday, October 7, 2018. I agree that I am consigning my items for the price listed on the bar code that I created and printed from JAN Consignment Sale, LLC website.
7. \_\_\_\_\_ I am responsible for determining if my items that were not sold will be donated or picked up by myself. I understand that I will receive a donation receipt for the items I donated along with my consignor check by October 17, 2018.
8. \_\_\_\_\_ I understand that I am responsible for the assembly of any item that requires assembly (large crib, toys, etc.) before it is placed on the sales floor.
9. \_\_\_\_\_ I agree that I will pick-up any items that were not purchased or donated on Sunday, October 7, 2018, from 7 pm to 9 pm. I understand that any items not picked up by 9 pm will become property of JAN Consignment Sale, LLC and donated in my honor to JAN Consignment Sale, LLC local charity.
10. \_\_\_\_\_ I understand that Consignor checks will be mailed out by October 17, 2018. I understand that my check will be mailed to the address provided on this form and this is the same address I entered when registering as a Consignor with JAN Consignment Sale, LLC website.
11. \_\_\_\_\_ I understand that all of my items are sold at my own risk. I understand that JAN Consignment Sale, LLC makes every effort to provide a safe location and event, however theft, damage and loss may still occur.
12. \_\_\_\_\_ I agree to wave, relinquish, discharge, release and covenant not to sue JAN Consignment Sale, LLC, Killeen Special Events Center, Brandie Bass, Archie Bass, Charlotte Spencer and Team Members for any and all claims of injury, damage, loss that any purchaser of the items I am consigning may have or that may accrue to any purchaser of the items arising.
13. \_\_\_\_\_ **Car Seat / Booster Car Seat ONLY** – I agree that the Car Seat / Booster Car Seat has not been recalled and meets all JAN Consignment Sale, LLC & CPSC requirements. I have signed the Car Seat / Booster Car Seat Checklist.
14. \_\_\_\_\_ **Team Member ONLY** – I agree that I am scheduled to assist at JAN Consignment Sale, LLC. I understand that if I do not attend my Team Member commitment that I will receive 65% of my total sale and will pay the \$10.00 Consignor fee. I understand that I will not be able to shop early at the Team Member Presales.

By signing this you agree to all the above terms:

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Signature

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Date

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Updated 5/2018