

Contract & Release Form for Consignors – RESTOCK | 2018

In consideration for the opportunity to participate in and profit from Bella Kids Consignment Events, the undersigned Consignor acknowledges that she/he has read, understands and agrees to the following terms and conditions contained in this Agreement:

1. **RESTOCK Consignor** agrees to allow Bella Kids to act on your behalf in order to sell any or all items checked in to a Bella Kids Consignment Event. Consignor certifies that they are the owner of, and have the legal right and full authority to sell all consigned items. _____ **Consignor Initials**
2. **It is the full responsibility of the RESTOCK Consignor to read and follow ALL Bella Kids consignor instructions and item preparation guides.** Bella Kids retains the right to reject any and all items that have not been prepared in the proper manner including those that do not have the proper barcoded tags printed **on white cardstock.** _____ **Consignor Initials**
3. **As a RESTOCK Consignor, consignor acknowledges their consigned items are placed in our restock program. This means the restock items will not be placed on the Bella Kids sales floor until after Friday April 13 at 3pm.** _____ **C Initials**
4. **As a RESTOCK Consignor, only the categories listed in their consignor account will be accepted in the restock program.** _____ **C Initials**
5. **As a RESTOCK Consignor, there is a limit of items allowed per account. This limit is 20-75 items.** _____ **Consignor Initials**
6. **As a RESTOCK Consignor, Consignor is required to DROP OFF their consigned items at specific times given.** _____ **C Initials**
7. **RESTOCK Consignor confirms that each item offered for sale is in full operating condition** with working batteries (if applicable) and is not defective, broken or damaged in any way, and not subject to recall. _____ **Consignor Initials**
8. **RESTOCK Consignor understands that Bella Kids reserves the right to remove any items from the sales floor** due to poor condition, stains, odors, missing parts or recall safety concerns per CSPC standards or not meeting our stated standards in pricing or age. _____ **Consignor Initials**
9. **All items consigned to Bella Kids Consignment Events of WNY are at the sole risk of the RESTOCK Consignor.** Consignor agrees that he/she shall assume and bear all risks regarding consigned items, and will hold harmless and make no claim against Bella Kids, Kristi Mora, the leaser and/or owner of space where the sales event is held, volunteers and/or paid participants, and the insurer of Bella Kids exempt from any and all liability. _____ **Consignor Initials**
10. **Bella Kids is open to the public as a retail environment.** We take utmost precaution to prevent loss and theft however should any consigned items be lost, stolen or damaged, Bella Kids is not responsible to compensate the Consignor for the items. _____ **Consignor Initials**
11. **RESTOCK Consignor agrees to release from liability and waive any and all claims for personal injury resulting from participation in Bella Kids Consignment Events of WNY,** for all cause, whether foreseen or unforeseen against Bella Kids, Kristi Mora, the leaser and/or owner of space where the sales event is held, volunteers and/or paid participants, and the insurer of Bella Kids. _____ **Consignor Initials**
12. **Bella Kids will take all reasonable precautions to prevent loss, damage, and/or theft of items.** Restock Consignor acknowledges the possibility of such occurrences and is choosing to proceed in consignment with Bella Kids. Consignor agrees that no claims will be made against Bella Kids or Kristi Mora for any discrepancies involving items consigned at the sale. _____ **Consignor Initials**
13. **RESTOCK Consignors will be given 1 VIP Private Sale pass for their full participation in our current Bella Kids event.** This allows for 1 adult entry into the sale. NO replacement passes will be issued if the pass is lost or stolen. Passes are issued at dropoff. _____ **Consignor Initials**
14. **Bella Kids agrees to pay RESTOCK Consignor a percentage of the total sales amount for their items dependent upon the consignor's percentage option choice. You have chosen RESTOCK (60% sales profits base/70% maximum sales profits)** RESTOCK Consignors are required to gather, wash/clean, hang, press/iron, tag, and enter their items into our online system. It is consignor's responsibility to ensure all items have been entered into our system during drop-off. Consignor understands sales profits are based on 60% sales profits with a maximum sales profit issued of 70% after the full completion of two (2) four-hour shifts. _____ **Consignor Initials**
15. **Bella Kids offers RESTOCK consignors the possibility to earn extra sales profits in addition to the 60% sales profit base. An extra 5% sales profits are earned by completing one 4-hour shift during the set-up, check-in, sales day, or check-out process. By completing a second 4-hour shift, consignors earn an extra 5% with a maximum sales profit of 70%.** If a consignor does not complete the shift in its entirety, the extra sales profits will not be issued. _____ **Consignor Initials**
16. **RESTOCK Consignor sales profits will be delivered via an online payment through Paypal. Bella Kids will send payment to the email address listed on the Consignor Drop off Checklist form turned at drop off. Maintaining accuracy of the consignor's personal contact information is the sole responsibility of the consignor.** Profits will be electronically delivered within 15 business days of the end of the sale. _____ **Consignor Initials**
17. **RESTOCK Consignor has the option of providing a self-addressed, stamped envelope at their drop off appointment for a check to be mailed** within 15 business days from the close of the sale. If this is **NOT** provided during dropoff, a \$5 change request fee is applied. _____ **Consignor Initials**
18. **A \$5 LATE PAYMENT CHANGE REQUEST FEE will be issued to any consignors requesting a payment change different from the one designated on their consignor drop off form.** This fee will be automatically deducted from the consignor's sales profit total due. _____ **C Initials**

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19. **All RESTOCK consignors are required to print, complete, & return ALL DROP OFF FORMS (contract, drop off checklist) during their designated drop off appointment. Any consignor missing required will be charged \$1 fee per missing form.** _____ Consignor Initials
20. **RESTOCK Consignor has the choice to donate unsold items to the selected charity and receive a tax donation receipt from local charity participating with Bella Kids.** Consignor understands when entering items into our online system by choosing “YES – DONATE” they are marking items to be donated at the end of the sale. Otherwise, **any items that are not picked up by the designated pick-up time, even if marked “return”, become the property of Bella Kids and may be donated.** _____ Consignor Initials
21. **RESTOCK Consignors MUST be available (or send a representative) to pickup unsold items during the designated pickup time communicated to them by Bella Kids on the final day of the sale. Any items that are not picked up by the designated pick-up time, even if marked “return”, become the property of Bella Kids and WILL be donated.** _____ Consignor Initials
22. **RESTOCK Consignor has the option to include their items in the 50% off sale on the final day of the event.** When entering items into the online system, consignor understands by marking “YES – DISCOUNT” they are choosing to include that item in the 50% off sale. _____ Consignor Initials
23. **At the end of the sale, Bella Kids will NO LONGER sort certain categories of unsold items due to the lack of time before pick up. These categories include: SHOES, BOOTS, BOOKS, DVD'S & ACCESSORIES** (belts, hats, etc) (Designer labels EXCLUDED) These items will automatically be donated to the designated charity organization, regardless of DONATE TAG designation. Consignor will receive a tax donation receipt for their donation. NOTE: If priced correctly, our shoes have a very high sell through rate! _____ Consignor Initials
24. **Items found during the sale event without a tag will not be sold.** It is the consignor’s responsibility to look through the unclaimed/lost tag merchandise during pick-up. Any and all unclaimed merchandise after the sale will be donated. _____ Consignor Initials
25. **Bella Kids requires a 48-Hour Notice if you plan on cancelling your volunteer shift.** Consignors/Volunteers who fail to cancel or complete their volunteer shift commitment will not receive the 5% additional sales profit bonus NOR be allowed to volunteer at future Bella Kids events NOR be allowed access to the VIP Private Preview Sale. _____ Consignor Initials
26. **Bella Kids requires a 48-Hour Notice to cancel a volunteer shift.** Consignors/Volunteers who fail to cancel within 48 hours or complete their volunteer shift commitment will be issued a \$20.00 Cancellation Fee that will be deducted from their sales profit check. _____ C Initials
27. Bella Kids reserves the right to reject RESTOCK consignor participation at future Bella Kids events to consignors that do not follow the instructions in our Consignor Preparation Guide. _____ Consignor Initials
28. Bella Kids reserves the right to reject VIP Helper Volunteer participation at future Bella Kids events to consignors/volunteers that do not abide by the volunteer contract. _____ Consignor Initials
29. By appearing in a public venue as a shopper, consignor or volunteer, Bella Kids has my permission to use my image in any publicity avenue they choose. _____ Consignor Initials
30. **RECALL REVIEWS REQUIRED BY RESTOCK CONSIGNOR:** Consignor confirms and agrees that they will review The Consumer Product Safety Commission’s (CPSC) website within one week of the sale, www.cpsc.gov/cpsclist.aspx to ensure that the items consigned are NOT recalled or in any way in violation of current CPSC guidelines. Consignor testifies that to her/his knowledge, all items being submitted to the Bella Kids Consignment Events of WNY meet CPSC standards and none of the items being submitted to the Bella Kids have been recalled. No consigned items are subject to or threatened by pending recall or any other consumer protection enforcement. **Consignor is confident that all consigned items are safe and is unaware of any that may cause harm or injury.** _____ Consignor Initials
31. **CAR SEAT CONSIGNORS ONLY:** If selling a child’s car seat, consignor certifies to being the original owner of the car seat. **Said car seat has never been involved an automobile accident, has not been broken in any way, and has all of its original or manufacturer provided parts. The car seat is less than 5 years old and contains the original identification label. Consignor verifies that the car seat has not been recalled, and is not subject to recall,** to the best of their knowledge. If any recall has been issued consignor verifies that the seat has been corrected to meet Motor Vehicle Safety standards. Consignor confirms that the car seat has all harness straps, clips, seat cover, padding, shield and bolts. Confirm is also given that the locking mechanism locks securely. _____ Consignor Initials

By signing this form, I certify that I have read and understand the above agreement set out by Bella Kids Consignment Events of WNY. I agree to abide by the terms of this Contract and Release form.

X _____
RESTOCK Consignor Signature

Date

Print First & Last Name

Consignor Number

Note: Each Consignor must sign the **Consignor Agreement** form when consigning items with Bella Kids. If this form is not signed, it is assumed that the Consignor agrees to the form when leaving items with Bella Kids for the purpose of consignment