

# The Tot, the Teen, & the Wardrobe

## Spring 2010 Sale

### Consignor Agreement

**In consideration for the opportunity to participate in and profit from The Tot, the Teen, and the Wardrobe (TTWCS), the undersigned seller agrees to the following:**

1. Seller agrees to hold harmless and make no claim against Jennifer Higdon or Stephanie Higdon, leasers or owners of the space where the sale is held, any volunteer or paid participants in the TTWCS, or the insurer of the TTWCS for the damage, theft or loss of any items consigned to the TTWCS. TTWCS does not anticipate any thefts, damage, or loss and takes every precaution to prevent them, but occasionally these events may occur.
2. Seller agrees to waive any and all claims for personal injury resulting from participation in the TTWCS from whatever cause either foreseen or unforeseen against Jennifer Higdon or Stephanie Higdon, leasers or owners of the space where the sale is held, any volunteer or paid participants in the TTWCS, or the insurer of the TTWCS.
3. Volunteers will be needed before, during and after the sale. Once you are scheduled, we rely on you to keep your commitment to working your scheduled shift. If for any reason you cancel your work-shift after Tuesday, April 13th, a \$25 fee will be deducted from your final check (unless you schedule and work another shift). If you are uncertain that you can commit your time, PLEASE do not schedule to work. We certainly appreciate all those who offer their time. Thanks in advance! We know attending the Preview Sale is worth the effort!
4. Seller agrees that on Sunday, April 18th, all items will be sold for half of the price originally designated by the seller unless the tag is appropriately marked NO discount.
5. All goods left in the possession of The Tot, the Teen, and the Wardrobe are at the sole risk of the seller. Seller agrees that it shall assume and bear all risks regarding consigned goods, and will hold TTWCS exempt from any and all liability. TTWCS reserves the right to remove any items from the sale due to wear, poor condition, or stains. Items remaining after 6 p.m. on Sunday, April 18th, will be donated or become the property of TTWCS.
6. Seller gives permission that items with no price indicated on the tag will be sold at fair market price to be determined by Jennifer Higdon or Stephanie Higdon or her designated representative. Seller agrees to accept this as the final price for the item. If a price cannot be reasonably determined, then the item will not be sold.
7. Seller agrees that items with no seller number on the tag or no tag will not be sold but will be placed in a lost and found area at the end of the sale. Any items not claimed from lost and found after pick-up day, will be donated or become the property of TTWCS.
8. Seller agrees that no claims will be made against the TTWCS for any discrepancies involving items placed in the sale.
9. Seller agrees to cash checks issued as proceeds from the sale within 60 days.
10. Seller will receive 70% of all items sale price minus a 6.00 or 10.00 advertising fee to be deducted from seller's profits. Seller agrees that TTWCS has the right to reject any or all merchandise that does not meet expectations.

11. Consignors are responsible for checking the list of recalled items from the CPSC <http://www.cpsc.gov/cpsc/pub/prerel/prhtml09/09299.html> and are solely responsible for the legal repercussions of selling recalled items. The Tot, the Teen, and the Wardrobe host the consignment event, but each consignor is the seller of their items and should not sell items recalled by the CPSC.

Each seller agrees to this and must sign this disclaimer form when they choose to sell their items at the Tot, the Teen, and the Wardrobe. If the form is not signed, it is assumed that seller agrees to the form when they leave their items at the store for the purpose of consignment.

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**Seller's Signature**

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**Today's Date**