

Shop Polka Dot Tots, LLC

Consignor Agreement and Release

In consideration to participate in and profit from the Polka Dot Tots Consignment Sale, the undersigned Consignor has read, understands and agrees to the following terms and conditions:

- 1) Shop Polka Dot Tots, LLC will take all reasonable precautions to prevent loss, damage, or theft. However, Consignor acknowledges the possibility of such occurrences and is choosing to proceed in consignment with Shop Polka Dot Tots, LLC.
- 2) Consignor agrees to hold harmless and make no claim against Shop Polka Dot Tots, LLC, Jessica Schneider, Jennifer Arbogast, the leaser and/or owner of space where the sales event is held, any and all volunteers and/or paid participants of Shop Polka Dot Tots, LLC, and the insurer of Shop Polka Dot Tots, LLC. The above parties are released from liability with no claims for damaged, stolen, or lost consigned items.
- 3) Shop Polka Dot Tots, LLC, Jessica Schneider, Jennifer Arbogast, leaser and/or owner of space where the sales event is held, volunteers and/or paid participants of Shop Polka Dot Tots, LLC; and insurer of Shop Polka Dot Tots, LLC shall be released from liability and waived any and all claims for personal injury resulting from participation in then Shop Polka Dot Tots, LLC; for all cause, whether foreseen or unforeseen.
- 4) Shop Polka Dot Tots, LLC reserves the right to remove any items from the sale due to wear, poor condition, stains or recall safety concerns.
- 5) Consignors will receive 70% of the sales price on their merchandise that sells, unless otherwise stated in sales promotions, volunteering commitments, or Shop Polka Dot Tots, LLC owner's discretion. Consignors who volunteer and complete one 3-hour shift will receive 75% of their sales. If Consignor signs up to volunteer and does not complete the volunteer session, Consignor will then receive only 70% of sales. Shop Polka Dot Tots, LLC will act with diligence to mail Consignor checks out no later than 2 weeks after the sale.
- 6) Consignor agrees that all items unless tagged "No Discount" will be sold on the last day of the sale for 50% of its price marked on the tag.
- 7) Consignor agrees that any items marked "donate" will be donated to charities. Any items that are not picked up by the designated pick-up time on the last sale day, even if they are marked "return", become the property of Shop Polka Dot Tots, LLC and may be donated.
- 8) Consignor agrees that no claims will be made against Shop Polka Dot Tots, LLC; Jessica Schneider, or Jennifer Arbogast, for any discrepancies involving items consigned at the sale.

9) Consignor agrees that items with missing tags may be sold at Shop Polka Dot Tots, LLC owner's discretion, which may be exact, below, or over the Consignor's predetermined selling price. All sales transactions will be conducted with intent to benefit the Consignor. Shop Polka Dot Tots, LLC will search inventory descriptions of items with missing tags in order to credit sale profits to the Consignor.

10) Consignors who do not come to the sale location to look through merchandise that is missing tags will not be compensated for missing items. All unclaimed merchandise without tags will be donated.

11) All items consigned to Shop Polka Dot Tots, LLC are at the sole risk of the Consignor. Consignor agrees that he/she shall assume and bear all risks regarding consigned items, and will hold Shop Polka Dot Tots, LLC; Jessica Schneider, Jennifer Arbogast, the leaser and/or owner of space where the sales event is held, volunteers and/or paid participants of Shop Polka Dot Tots, LLC and insurer of Shop Polka Dot Tots, LLC exempt from any and all liability. Should items be lost, stolen or damaged, Polka Dot Tots is not responsible to compensate the Consignor for the items. _____ (Initial)

By signing, I have read and understand the terms of the Consignor Agreement and Release form.

X _____

Signature

Date

Print Name

Consignor Number

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