

THREE BAGS FULL CHILDREN'S CONSIGNMENT SALE, LLC
CONSIGNOR AGREEMENT



- 1. Non-refundable Registration Fee:** Payable at time of registration. Make price tags, schedule drop off & Premier Consignor shifts (optional) (Fee based upon registration date; register early for discounts!)
- 2. Consignor Fee:** \$5 if under 50 items, \$18 if 51 or more items (in active inventory when system closes.) Fee is deducted from profit earnings. This fee is waived if you add one (or more) Premier Consignor Shifts!!
- 3. Premier Consignor Perks:** Consignor Fee Waived; Shop Earlier; Earn more-up to 80%. Only registered Consignors may schedule shifts online and earn Premier Consignor Incentives. See *Premier Consignor Agreement* for more information.

By Consigning with Three Bags Full (TBF) I understand and agree to the following:

Summary of Consignor (Seller) Agreement:

1. You hang it, bag it and price it using our online tagging program. We advertise, set up the building and sell it. You earn and shop based on the info above and/or on the Premier Consignor Agreement. Helping out (being a Premier Consignor) is optional but has great perks (Consignor Fee is waived, you earn more and shop earlier). Read the Premier Consignor Agreement for info. You earn \$10 shopper credit for every new consignor you refer (they earn \$10 shopper credit also).
2. You provide us with a correct email affiliated with Paypal so we can deposit your earnings right away (or wait about 30 days for a snail mail check minus a \$2.00 processing fee) Read *Receiving Your Profit Earnings* for more info.
3. If it doesn't sell, you can pick it up at the designated time or leave it, it's up to you. If you leave it, we immediately donate it. Items cannot be reclaimed during or after donation, no exceptions.
4. You cannot sell recalled and illegal stuff. Don't sell stained, damaged stuff. Don't sell stuff with missing pieces. You wouldn't want to buy it either. Prepare your items carefully according to the information on our website to maximize your earnings!
5. For complete info, refer to the Complete Consignor Agreement, below (page 2)

Complete Consignor Agreement:

Consignor:

1. Registers for a consignor number, pays the non-refundable Registration Fee (varies, based upon date of registration) and agrees to this Agreement during the online registration process at www.threebagsfull.info. This gives Consignors access to the TBF Tagging System and therefore gives Three Bags Full permission to sell consigned items. Consignor hangs and prepares items; prices, tags and delivers items to this sale location. They maintain ownership of their items, determine if it is discounted, and choose to donate it if it doesn't sell, or will pick it up during designated Pick Up Times. Deadline to create pricetags is in box above.
2. Understands that only one person may consign under a single consignor number.
3. Recognizes that in order to participate and receive consignor benefits, they must tag at least 10 items by the registration deadline.
4. Receives commission of 60% of the selling price of their item, minus a **Consignor Fee (see above)**. Consignor can choose to schedule shifts online to help at the event and therefore earn Premier Consignor Incentives. Adding shifts is not required. Refer to *the Premier Consignor Agreement* for more info.
5. Understands having a 90% or higher Sell-Thru Rate will give them a "Skip Inspection" pass and a refund on their Registration Fee (via shopping credit) at the next season's event. "Skip Inspection Pass" must be turned in at drop off to receive the benefit. Good for the next season at same location ONLY. Lost cards are not re-issued. *Valid for consignors with 51 or more items only.*
6. Understands their earnings will be deposited in their Paypal Account, per the email address listed in their Consignor Account, within 10 business days. If Consignor elects to not utilize a Paypal Account, a check will be issued to the address on file when the system closed within 40 days. A \$2.00 processing fee will be deducted from earnings. For more information on Paypal and receiving your earnings, refer to "*How Do I Get My Money?*" found in the Consignor Resources. We are not responsible if an incorrect email is provided to us. Your email is the same as a banking account number. Make sure it is correct.
7. Receives a Preview Party Pass to shop the Preview Party. (Earlier time if a Premier Consignor. Refer to *the Premier Consignor Agreement* for details).
8. Must verify their items have not been recalled and are not illegal to sell. It is illegal to sell a recalled item. Recalled items are the responsibility of the consignor. Consignor maintains all ownership, responsibility & liability for their consigned items. Verify recalls through www.wemakeitsafer.com. Knock-off purses are also illegal to sell.
9. Picks up un-sold items during designated Pick Up timeframe or leaves them to be donated. If left, they are donated to various local charities.
10. **Receives \$10 Shopper Credit for each new consignor they refer. Must be used at same event it was earned. Referral is for brand-new, first time ever Three Bags Full Consignors only (not per location). Request your shopper credit at check-out. New Consignor must complete the "Refer-A-Friend" sheet when they drop off for the Shopper Credit to be issued.**
11. Understands that consignor number will replicate across all locations- you will be able to use one number for all Three Bags Full events. (Returning consignors wanting one number- sign up as a new consignor and proceed as usual. Your saved inventory will need re-tagged or you could consign under both numbers.)
12. Understands the goal is to sell merchandise; if merchandise loses its tag we make every attempt to find the tag or do a search in inventory (your item descriptions help us do this). If we are unsuccessful we put the "low side of fair" price on the item and put it on the sales floor. When those items sell, the tag is available for consignors to look through at pick up. If item can be verified as being yours, consignor will receive credit for the selling price.
13. Understands **based on date of registration they may be a Restock Consignor and will abide by restock guidelines** per the TBF website.
14. Understands that nothing may be "set aside" or "purchased early" and that "Parking Lot Sales" do constitute theft and are a breach of this Agreement. All purchases must be done during Shopping Hours, not before. Hiding, removing items from the sales floor, etc are considered theft and are a breach of this Agreement and will incur a \$50 deduction from profit check and removal from Consigning privileges. *We do prosecute all theft including switching tags, altering tags, hiding items, removing items from the sales floor and parking lot sales, et al.*
15. If we are short staffed, a \$25 "no shift fee" may be incurred by all regular consignors. Prior notification would be given.
16. Understands lost/stolen items are not the responsibility of TBF and will not be reimbursed. Every effort is made to ensure the safety/security of your items, and adequate Premier Consignors greatly help this effort. ☺ Follow all tagging procedures and guidelines to help ensure the safety of your items.
17. Understands if a consigned item is returned due to grossly negligent attention in having all parts included and in proper working order, it will be deducted from your earnings and the item will be discarded. Recalled items inadvertently found after drop off will be removed from sales floor and Consignor will have \$10 deducted, per recalled item, from profit check. Check for recalls at www.wemakeitsafer.com
18. Understands while participating as a Consignor, Premier Consignor or independent contractor, they will not directly or indirectly participate in the running, planning, organizing or sharing of procedures, marketing materials, resources, ideas, etc. of a dated children's consignment business for three (3) years and within 100 mile radius of date and location of this event. (Yes, you can consign items elsewhere. This pertains to using our Intellectual Copyrighted Items for the profit, running and consulting of a consignment, resale or other similar event that is not Three Bags Full.) Interested in running an event? Contact DeAnn.
19. Agrees to hold harmless and make no claim against TBF (Three Bags Full), the leasers of the space where the sale is held, any consignor or paid participants in the sale for any damage, theft or loss of any items consigned to TBF. Consignor assumes the risks of these events occurring by participating in the sale. Participation is voluntary. Consignor agrees to waive any and all claims for personal injury resulting from participation in the sale from whatever cause against TBF, the leasers of the space where the sale is held and any Consignor or paid participant.

