



# JBF of Everett-Monroe Consignor Agreement & Liability Waiver

Please PRINT LEGIBLY unless otherwise stated & **Keep** a copy for your records

Name: \_\_\_\_\_ Consignor #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Person Picking up if Different from Consignor: \_\_\_\_\_

	Y	N		Y	N
Donating ALL unsold items? <b>NOTE:</b> All tags must be <u>pre-printed</u> with the letter "D" to designate they are being donated.			Do you have a Car Seat and/or Crib? ** If "Yes" Please make sure you have the proper waiver with it.		
Has your address changed since you last participated in a JBF E/M Event?			Do you have Shoes and/or Battery-Operated Toys?		
Do you have more than 300 items total?			Do you have any furniture over 27" tall?		

<hr/> Initials	<p><b>CONSIGNOR PERCENTAGES &amp; FEES:</b></p> <ol style="list-style-type: none"> <li>I understand that I will receive 60% of the total sales, less a standard \$15 Consignor Fee that will be deducted from my monthly Consignor check. Consignor percentages are calculated after deducting all sales &amp; other taxes that were collected.</li> <li>I understand that if I mark <b>ALL</b> my items to <b>DONATE</b> (if unsold) all Consignor Fees will be Discounted in the amount of \$15 until September 30<sup>th</sup>, 2021. (<b>NOTE: All tags must be <u>pre-printed</u> with the letter "D" to designate they are being donated for Consignor fee to be decreased to No Consignor Fee</b>).</li> <li>I understand that I may incur an additional fee if any battery-operated items I am consigning requires a battery replacement during the event in order to show that the item is in working order. (<b>NOTE: Cost can range from \$0.25 up to \$1 per battery depending on Style. If a charge is given you will be given a break down on what item need what style of battery.</b>)</li> <li>I understand that my check will be mailed out to me by the 10<sup>th</sup> of each month. All Check will be mailed via Chase Bank. Checks usually take 7-10 days by mail. <b>If a check needs to be re-issued due to my own loss or after 90 days, I will be charged a fee of \$25 to cover expenses in doing so.</b></li> </ol> <p><b>NOTE:</b> If any item is returned because it is defective, is missing parts or does not work, I will not be paid any amount for the sale of that item.</p>
<hr/> Initials	<p><b>PRICING &amp; REDUCED PRICING GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>I request that JBF Everett-Monroe sell the items I am consigning for the price listed on the bar-coded tags that I have created. I understand that the price sold will be controlled by the printed tag attached to the item at the sale, and not any subsequent changes made in the online tagging system.</li> <li>I understand that a star symbol ★ (pre-printed on JBF tags with black ink) means that the item will remain at FULL PRICE throughout the sale.</li> <li>I understand that items with NO Star symbol ★ will be sold at 25% &amp; 50% off in the Months of June And September. Please See the Attached Discount Schedule.</li> <li><b>I Understand that All tagged items that have been pre-printed with both a "D" for donate and are without a star symbol ★ will be sold at 75% off to the Public the last week of June (4days) &amp; the last week of September (5 days). Please See attached Discount Schedule. (The items must have both items on tag to Qualify.)</b></li> <li>I understand that for the Consignors' protection, JBF Everett-Monroe will not accept any hand-written alterations to the tags. (i.e., lowering/increasing the price or adding/removing a star or the letter "D" to indicate donate) This will NOT be accepted at any time.</li> </ol>
<hr/> initials	<p><b>PHOTOGRAPHS MAYBE TAKEN AT ANYTIME DURING THE EVENT:</b></p> <ol style="list-style-type: none"> <li>I understand that, at times, by appearing in a public venue as a shopper or consignor that JBF Everett-Monroe has my permission to use my image in any JBF publicity avenue they choose.</li> <li>I agree that no royalty or other payment is due me because of the use of any such image.</li> <li>I understand that if I do not wish my image to be used in JBF Everett-Monroe promotions, I will notify the photographer at the time a picture is taken. Otherwise, I agree to allow my image to be used in JBF Everett-Monroe sale promotions.</li> </ol>
<hr/> Initials	<p><b>CONSIGNOR DROP OFF:</b></p> <ol style="list-style-type: none"> <li>I understand that Consignor <b>Drop-off</b> needs to be scheduled in advance on Eventbrite or with Tasha. (Please See attached Drop off Calendar.)</li> <li>I understand that I need to Signing up for a time for drop off regardless of how many items I have.</li> <li>I understand that if I have items that are stained, odorous, defective, broken in any way, missing pieces/batteries will be rejected at Drop-off. I agree to take any Recalled or Rejected items home and will not place them on the sales floor. JBF reserves the right to remove unacceptable items from the sales floor throughout the sale.</li> </ol>

<hr/> <i>Initials</i>	<p><b>CONSIGNOR PICK UP:</b></p> <ol style="list-style-type: none"> <li>1. I understand that Consignor Pick-up of any unsold items is scheduled for <b>October, 16<sup>th</sup> and 17<sup>th</sup> from 1pm-3pm.</b> (Please make sure to Choose a Pick-up time on Eventbrite in September.)</li> <li>2. I understand that any items not picked up before 3:01pm will be donated to the JBF Charity Partner(s) on Sunday, October 17<sup>th</sup>, <b>NO EXCEPTIONS.</b></li> <li>3. I understand that I can donate unsold items and will receive a tax-deductible donation receipt.</li> <li>4. I understand that if I did not state a person other than myself will be picking up my items, I will contact the owner of the Everett-Monroe Sale ASAP so they know who they may release my items out to for Loss Prevention Measures. If the Everett-Monroe Owner has not been made aware of whom is picking up the items they will not be released.</li> </ol>
<hr/> <i>Initials</i>	<p><b>Representations and Warranties:</b></p> <p>I am participating in the <b>JBF Everett-Monroe Consignment Sales</b> as a Consignor. I understand and agree that as a condition of consigning with JBF Everett-Monroe:</p> <ol style="list-style-type: none"> <li>1. I am the owner of the items offered for sale and I have full authority to sell the items without the consent of any other person. Each item is free of all liens, claims and encumbrances of every kind.</li> <li>2. I understand that JBF Everett-Monroe is only a broker or agent for the Consignor. <b>JBF Everett-Monroe has no obligation to pay for unsold items.</b> Title possession remains with the Consignor.</li> <li>3. I verify that no item I am consigning is the subject of any current, pending or threatened recall notice according to the Consumer Products Safety Commission. Each item is clean and in good operating condition working condition.</li> <li>4. If any item was the subject of any recall notice, each such item was repaired by the original manufacturer in accordance with applicable laws, rules and regulations.</li> <li>5. I am aware of the requirements established by the Consumer Product Safety Improvement Act of 2008 (CPSIA) and related rules and regulations adopted and promulgated by the United States Consumer Product Safety Commission (CPSC). I represent and warrant that the items that I am consigning do not violate the CPSIA or any related rules or regulations adopted by the CPSC regarding the resale of banned, hazardous or harmful items or products. Specifically, I represent and warrant that the items that I am consigning: <ol style="list-style-type: none"> <li>a) Have not been recalled by the CPSC; and complies with applicable law, <a href="https://www.cpsc.gov/cpsclist.aspx">https://www.cpsc.gov/cpsclist.aspx</a>;</li> <li>b) Do not contain an amount of lead that is prohibited by the CPSIA or the CPSC;</li> <li>c) Do not contain a concentration of phthalates that is prohibited by the CPSIA or the CPSC;</li> <li>d) Do not contain flammable materials that are prohibited by the CPSIA or the CPSC;</li> <li>e) Do not consist of small parts or produce small parts when broken, which could produce a choking hazard; and</li> <li>f) Do not otherwise present a substantial product hazard that has been prohibited by the CPSIA or the CPSC.</li> </ol> </li> <li>6. I agree to waive, relinquish, discharge, release, and covenant not to sue Helping Hands Consignment LLC DBA Just Between Friends Everett-Monroe ("JBF Franchisee") and Just Between Friends Franchise Systems, Inc. ("JBF Franchisor") or any of either entity's members, officers, directors, agents, employees for any and all claims of injury, damage, or loss that any purchaser of the items I am consigning may have or that may accrue to any purchaser of the items arising out of, connected with, or in any way associated with such consigned items.</li> <li>7. I agree to defend, indemnify and hold harmless JBF Franchisee and JBF Franchisor, and any of either entity's members, officers, directors, agents, employees from and against, without limitation, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to the items I am consigning, including, but not limited to, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to violations of the CPSIA or any related rules and regulations adopted by the CPSC, including but not limited to the warranties indicated above.</li> </ol>

By signing this contract, I confirm that: (1) I have read and fully understand this Consignor Agreement and Liability Waiver, including the Representations and Warranties stated above; (2) I agree to and warrant as stated above; and (3) no one has made to me representations, statements, or inducements that change or modify anything written in this Consignor Agreement and Liability Waiver. I also understand that, for safety reasons, children are not allowed at Drop-off and Pick up.

Consignor Signature: \_\_\_\_\_ Date: \_\_\_\_\_