

2019 CHELMSFORD MOTHERS' CLUB FALL KIDS TAG SALE CONSIGNOR AGREEMENT

Please be advised that only **CURRENT MEMBERS** of the Chelmsford Mothers' Club who have **VOLUNTEERED OR SOLD AT A PREVIOUS CMC KIDS TAG SALE** may be consignors at the CMC Kids Tag Sale.

Please read the following Consignor Agreement completely. Email info@kidstagsale.com if you have any questions about the Agreement.

THIS IS AN UPDATED AGREEMENT, PLEASE READ CAREFULLY!!!!

You **MUST** check the acceptance box at the bottom of the agreement before you can register as a Consignor.

Consignor Agreement & Liability Waiver

To protect both you and the CMC Kids Tag Sale, please read and agree to all of the following items:

1. I understand that I will be **REQUIRED** to work for 4 hours of time during a specified **SELLER SHIFT** on the day of the sale (September 21st, 2019). I will register for a work shift using the online system and will work my agreed-upon shift. I understand and agree that if I incorrectly sign-up for a Volunteer Shift (a non-Seller Shift), the Tag Sale Committee will move my shift to any open and available Seller Shift. The CMC tag sale relies on **ALL** of its consignors to work the day of the sale in order for the sale to run smoothly and efficiently. I understand that if I cannot work my scheduled shift or do not show up to work my shift, my consignment percentage will be reduced to 20%, I will **NOT** be able to shop the pre-sale and I will **NOT** be able to consign at the CMC Spring 2020 sale. Only extenuating circumstances may be presented to the Tag Sale manager(s) prior to the sale for exception and approval.
2. I understand that the Chelmsford Mothers' Club (CMC) Kids Tag Sale is not responsible for fire, loss, theft or damage to any items consigned at the sale.
3. I have full authority to sell the items offered by me at the CMC Kids Tag Sale. I will **NOT** accept items from anyone else (friends, family, etc.) and include them in my inventory to sell as my own.
4. I accept that the CMC is not responsible for price tags that are not securely attached or multi-piece items that become separated. Sale staff will attempt to match separated items and to locate the correct price in the database for items without price tags. If time or circumstances prevent sale staff from locating the item's price, the item will be sold as a donation to the CMC. The sale staff will take all possible steps to match replacement tags with items in the database, but the CMC Kids Tag Sale is **NOT** responsible for reduced consignor revenue due to lost tags.
5. I know of no reason why any of my items would cause injury to anyone. All of my consigned items will be complete, in good working condition, free of defect or damage in any way. I agree

to check **ALL** items in the recall database at www.cpsc.gov. I certify that any items I am consigning are not subject to any current, pending or past recalls.

6. I understand that if a customer informs the CMC Kids Tag Sale, within 7 days of the sale, that an item he/she purchased is damaged, defective or incomplete, the Kids Tag Sale manager will follow the current return procedure. This procedure is to refund the customer the **COST** of the item and remove the item from the consignor's sold revenue. Consignors that consistently sell items that are damaged, defective or incomplete, will not be permitted to sell at the CMC Spring 2020 sale.

7. I will examine, wash and prepare all of my consigned items carefully. All clothing will be in good condition with no stains, tears, holes, rips or excessive wear. I understand that the CMC Kids Tag Sale committee reserves the right to remove any unacceptable items from the sales floor and all decisions made by the CMC Kids Tag Sale committee regarding unacceptable items are final.

8. The CMC Kids Tag Sale is solely a broker or agent for the Consignor. The CMC Kids Tag Sale has no obligation to pay the Consignor for unsold items.

9. I will earn 85% of my gross sales, less a \$25 Consignor Registration Fee which will be subtracted from my final check.

10. I am responsible for purchasing/obtaining all supplies needed to prepare my items for the sale, including but not limited to hangers, tagging guns, safety pins, tape and card stock. I will follow all the tagging guidelines set forth by the Kids Tag Sale committee. Tags must include descriptive details such as **SIZE, COLOR, BRAND, and TYPE** of item. Failure to provide detailed information will likely result in the inability to locate an item in the system if the tag becomes detached.

11. The CMC Kids Tag Sale will sell my consigned items for the price I entered in the My Sale Manager system for the item. All of my items will be sold for 50% of the tag price during the Half-Price Sale if they are marked "Discount: Yes" in the inventory system. I understand that items will be sold by the information provided in the system for that specific item, **UNLESS THE PRICE ON THE TAG SHOWS A LOWER PRICE THAN WHAT IS LISTED IN THE MY SALE MANAGER SYSTEM**. It is the responsibility of the seller to reprint/update all tags in the event of a price change. No price/details of items may be changed after the system closes prior to the sale or on the sales floor during the sale.

12. My yellow-tagged ("do not donate") items will be available for pick up at the sale location on Saturday, September 21st, 2019 from 1:15 to 2:00 PM. I am **REQUIRED** to go to the sales floor to help remove and sort **ALL** items in order for the collection of unsold inventory to be more efficient. If I fail to pick up my items during this time, my items will be donated to the CMC's charity partners. **NO EXCEPTIONS WILL BE MADE AND THE CMC KIDS TAG SALE IS NOT RESPONSIBLE FOR ITEMS NOT PICKED UP AND THEREFORE DONATED.**

13. By appearing in a public venue as a shopper, consignor or volunteer, the CMC Kids Tag Sale has my permission to use my image in any publicity avenue, including, but not limited to, advertisements, Facebook posts, videos and commercials.

14. I understand that while working my shift, and for any time that I am present at the sale, I will use proper social etiquette and create a friendly as well as helpful shopping atmosphere with other consignors, volunteers, customers, vendors, and staff.

15. I understand that, if for some reason, I am unable to participate in the sale, I may unregister **until Sunday August 11, 2019 without penalty**. If I unregister after that date, I understand that I will be charged the Consignor Fee and will not be permitted to sell in the CMC Spring 2020 Tag Sale.

16. I understand that my Consignor revenue depends completely on customers coming to the sale. I agree that I will do my best to publicize the CMC Kids Tag Sale by posting flyers, and sharing the sale info via word of mouth, email, Facebook, and any other acceptable social media platforms. Sellers are expected to assist in hanging flyers at local establishments (library, grocery store, coffee shop, day care facility, etc.) and providing the CMC Kids Tag Sale Committee with information about locations where you have put flyers. The more you tell, the more you sell!!! It is **100% NECESSARY** to ask and obtain **PERMISSION** from the establishment **BEFORE** posting or leaving flyers.

17. We only allow a limited number of consignors at the CMC Kids Tag Sale. I agree that by signing up for a Consignor spot, I will prepare, tag and bring an inventory of at least 50 baby and/or kids items to the CMC Kids Tag Sale. If my inventory will be less than 50 items, I may keep my consignor spot, but agree to notify the CMC Kids Tag Sale Committee (sellers@kidstagsale.com). Sellers are expected to notify the CMC Kids Tag Sale Committee **no later than Sunday August 11, 2019** so additional consignors may be accepted to ensure there will be adequate inventory for the customers.

18. The on-line inventory system will close to all sellers on **Monday September 9, 2019 at 11:59PM**. The system will still allow consignors to print tags after this time, but you will not be able to enter any additional inventory. The tag sale committee will review all entered inventory at this time and reserves the right to ask sellers to limit or remove certain items from their inventory if the committee feels that the item should not be sold (i.e. shorts being sold in the Fall/Winter sale) or if space does not permit.

19. I understand that I am required to attend a Seller Training Workshop once I am registered as a consignor for the first time. A Seller Training Workshop will be conducted by a CMC Kids Tag Sale Committee member who will do their best to accommodate and work with seller schedules. If necessary, the Tag Sale Manager may require a seller to attend additional seller training sessions if the manager feels a seller needs further instruction in order to adequately prepare their inventory for the sale. In instances where a consignor has violated multiple tag sale guidelines, the consignor will no longer be permitted to sell items at the CMC Kids Tag Sale. This decision will be made by the CMC Kids Tag Sale Committee and will be presented to the CMC Board for approval. Such a decision will not be taken lightly, but may need to be made for the safety, well-being and integrity of the sale, its consignors and customers.

20. I understand that I am required to sign up for a scheduled drop off time. I certify that I will adhere to my scheduled drop off time and allow myself adequate time to drop off and put out all of my items before the end of my scheduled time. Drop off times are done to assist sellers and volunteers in the set up and preparation of the sales floor. If you feel you will need more than the scheduled one-hour time frame to successfully drop off/set up your

inventory, please contact the CMC Kids Tag Sale Committee one week prior to the sale via info@kidstagsale.com

21. I understand that failure to follow any/all of the requirements in this agreement could prohibit my participation in future CMC Kids Tag Sales, at the discretion of the CMC Kids Tag Sale Committee and upheld by the CMC Board.