**CONSIGNOR AGREEMENT**

Please be advised that only **CURRENT ACTIVE MEMBERS** of the Chelmsford Mother's 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 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.**  I will register for a work shift using the online system and will work my agreed-upon shift.  If I do not show up for my work shift, or have not made arrangements with the Sale Manager, my consignment percentage will be reduced to **50%, and I may not be able to consign at a future sale.**

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. Selling for your spouse, OR of your spouse is the only exemption permitted.

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, a replacement tag with an estimated price will be created. 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**](http://www.cpsc.gov/)   I certify that any items I am consigning are not subject of any current, pending or past recalls.

6.     I understand that if a customer informs the 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**. Also, consignors that are consistently selling items that are damaged, defective or incomplete, may not be permitted to sell at future Kids Tag Sales and may be sent to live in a pineapple under the sea.

7.     I will examine, wash and prepare all of my consigned clothing 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. Unsold items MAY be used as street credit in the town of Chelmsford at the end of the sale.**

9.       I will earn 85% of my gross sales, less a $20 Consignor Registration Fee which will be subtracted from my final check.  **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.

10.   **The CMC Kids Tag Sale will sell my consigned items for the price I entered in the MSM 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, **REGARDLESS IF IT MATCHES THE INFORMATION ON THE PRINTED TAG.** No price/details of items may be changed after the system closes prior to the sale or on the sales floor during the sale.

11.   **My yellow-tagged (“do not donate”) items will be available for pick up** at the sale location on the day of the sale from 1:10 to 2:30 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. Consignor’s children or pets are NOT permitted to be left for donation.**

12.   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.

13.   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. If I cannot play nicely with others, I will be put in time out for 30+ minutes during the presale.

14.   I understand that, if for some reason, I am unable to participate in the sale, I may cancel **no later than 2 weeks before the date of the sale**. If I cancel after that date, I understand that I will be charged the Consignor Fee and may not be permitted to sell in future CMC Kids Tag Sales.

15.   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.** We are trying to make friends, not enemies!!!

16.   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 ([info@kidstagsale.com](mailto:info@kidstagsale.com)). Sellers are expected to notify the CMC Kids Tag Sale Committee **no later than 30 days PRIOR to the date of the sale** so additional consignors may be accepted to ensure there will be adequate inventory for the customers.

17.  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 done by a CMC Kids Tag Sale Committee member who will do their best to accommodate and work with seller schedules. If necessary, a seller may be required to attend an additional seller training session if they find following the consigner expectations and rules to be a challenge. There may be some instances where a consignor has violated so many of the guidelines, they will **no longer be permitted to sell items in 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.**

18.  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 pony express.

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