



Consignment Sellers Agreement

In consideration for the opportunity to participate in and profit from the *Pass-It-On Consignment Sale* (PASS-IT-ON), the undersigned seller agrees to the following:

1. Seller agrees to hold harmless and make no claim against Pass-It-On Consignment Sale, Acworth United Methodist Church, and any volunteer or paid participants/staff in the PASS-IT-ON sale for the damage, theft, loss or misplacement of any items consigned to PASS-IT-ON. PASS-IT-ON does not anticipate any damage, theft, loss or misplacement of merchandise and takes every precaution to prevent them, but occasionally these events may occur.
2. Seller agrees to waive any and all claims for personal injury resulting from participation in PASS-IT-ON from whatever cause either foreseen or unforeseen against Pass-It-On Consignment Sale, Acworth United Methodist Church, and any volunteer or paid participants/staff in the PASS-IT-ON Consignment Sale.
3. **Sellers will receive 70% of the sales price on items that sell.**
4. Seller agrees that on Saturday, **March 3, 2012** items sold that are marked "Discount" on the item's Seller Information Tag will be sold for half of the price originally designated by the seller.
5. All goods left in the possession of PASS-IT-ON Consignment Sale are at the sole risk of the seller. Seller agrees that it shall assume and bear all risks regarding consigned goods, and will hold PASS-IT-ON exempt from any and all liability. Should items be lost, stolen, damaged or misplaced PASS-IT-ON is not responsible to compensate the seller for the items.
6. **PASS-IT-ON reserves the right to remove any items from the sale due to wear, poor condition, stains or inappropriateness. Items that are in less than perfect selling condition may be sold at ½ price if the tag indicates "Discount".**
7. Items remaining after **3:30pm on Saturday, March 3** become the property of PASS-IT-ON and may be donated.
8. Seller agrees that **unsold items marked with Donate on the Seller Information Tag** will be donated at the end of the sale. AUMC reserves the right to donate at our discretion.
9. PASS-IT-ON reserves the right to remove any items exceeding the maximum of 200 items, and any shoes exceeding the maximum of 8 pairs.
10. Seller agrees that no claims will be made against PASS-IT-ON for any discrepancies involving items placed in the sale.
11. Seller agrees that items with no Seller Information Tags or incomplete Seller Information Tags (torn tags, or inappropriately cut tags) will not be sold and will be placed in a lost and found area at the end of the sale. **Any items not claimed from lost and found by 3:30pm on 3/3/12, will be donated or become the property of PASS-IT-ON Consignment Sale.**
12. Seller agrees that items brought in without the proper PASS-IT-ON sale tags will not be sold.
13. **Seller agrees that all items must be in gender and size order upon check-in.**
14. Seller understands and agrees that there is a **\$5.00 registration fee** that will be deducted from their sale proceeds. If there are no sales to deduct the \$5.00 registration fee from, the \$5.00 fee will still be due to Pass-it-On. Seller also agrees that in the event he/she registers on-line then does not check-in items to the Pass-it-On sale, the \$5.00 registration fee is still due to Pass-it-On consignment sale in order to help cover the loss of revenue. If the registration fee is not paid (and consignor does not cancel and does not check-in), this may prevent future selling opportunities with Pass-it-On.
15. Seller agrees that in order to participate in PASS-IT-ON consignment sale, seller must register and enter tag information and print tags from the automated, on-line system. **No hand printed or edited tags will be accepted.**
16. Seller understands and agrees to print all tags on coverstock or cardstock paper. (white or light colors only)
17. Seller understands that he/she must sign-up for a drop-off time slot (either Guaranteed or Drop & Run) and work time slot on-line. Drop-Off and work shift times should be honored.
18. If a minimum of 10 (or a minimum value of \$20.00) items are not entered by **2/24/12** (per the on-line system) at 11:59pm, your number may be forfeited. This is in response to people signing up for a seller's number then not actually selling, thereby preventing other sellers from consigning as well as causing a loss of income to Pass-it-On.
19. Seller understands that **ALL items must be entered and printed by Wednesday 2/29/12 at 11:59 pm. No Exceptions.**
20. Seller affirms that to the best of his/her knowledge all items consigned are in compliance with CPSC product safety and recall codes. (www.cpsc.gov)

Each seller agrees to this and must sign a Sellers Agreement Form when they choose to sell their items at the PASS-IT-ON. If the form is not signed, it is assumed that the seller agrees to the form when they leave their items with PASS-IT-ON consignment sale for the purpose of consignment.

Electronic/online acceptance of this agreement by the Seller is considered the same as an original signature.

I understand that I am responsible for picking up my unsold items between 3:30-4:00pm on Saturday, March 3, 2012. All items remaining after 4:00 pm will be considered donated.