

IMPORTANT REMINDER!
DIY Consignors **MUST** keep
RESTOCK inventory **SEPARATED**
from Regular Items at Dropoff!

RESTOCKER Name: _____

RESTOCKER #: _____ **CONTACT #:** _____

DROP OFF: THUR 5/9: 9:30-10:30AM (no appointment necessary) **OR** by apt in your RESTOCK account!

RESTOCKER LIMITS: 50= Total maximum items {10 item limit on shoes & applicable clothing categories.}

SALE WEEK CONTACT! CALL/TEXT Jamie @ 716-908-0056 for a faster response during sale week. Email and Facebook messaging will be reviewed ONLY as time allows.

DROP-OFF PREPARATION:

1. Bring a completed set of drop off forms to your dropoff apt. **MAKE A COPY** for your records.
2. Dropoff your tagged accepted restock items.
3. All consigned items must be CLEAN, GRIMEFREE, IN WORKING CONDITION & DISINFECTED.

ARE YOU VOLUNTEERING TO EARN EXTRA %? YES (SHIFT(S): _____) NO

ARE YOU DONATING YOUR UNSOLD ITEMS? ALL 75% or more Less than 75% of items NONE
(A Tax donation receipt from Harvest House is available on our website @ www.716kids.com)


DROPOFF CHECKLIST: (INITIAL BELOW)

- _____ All items are grime/germ free, freshly washed/cleaned, and have been disinfected.
 - _____ Items are priced reasonably @ 50-75% off retail price paid!
 - _____ NO DONATE items are highlighted with assigned color on tags for faster pickup!
 - _____ YES DONATE items will be included in our FLASH 75% off sale for an extra hour of sales!
 - _____ CLOTHING-MAX OF 10: Only 4TH of July, Bamboo/PJ's, Swim, Spring Outerwear, Bills/Sabres are accepted.
- Must be freshly laundered, hung and facing the proper direction. (Attach tag at seam or on label-NOT on front!
- _____ BABY GEAR: Disinfect All Items, Remove & freshly launder covers, seats, linings. Attach in a Ziploc bag.
 - _____ TOYS: Sets have ALL pieces & are SECURED TOGETHER! Toys requiring batteries have working batteries.
 - _____ SANDALS & RAINBOOTS-MAX OF 10: Must be in GREAT, clean condtion. Secure together with twine/bag.
 - _____ CARSEAT SELLERS: I've verified the carseat manufacturer label & the date is less than 5 years ago.
 - _____ OUTDOOR ITEMS: Be sure to wash items to remove all dirt, grime, or bugs. Wheels need to be pumped with air.
 - _____ I have reviewed RECALLED items using cpsc.gov or safekids.org


CONSIGNOR E-CHECK PAYMENTS:

- **PAYMENTS WILL BE SENT DIRECTLY FROM US USING YOUR REGISTERED CONSIGNOR EMAIL ADDRESS!**


How do eChecks work?



Receive & retrieve
After receiving a secure link in their email, recipients retrieve their checks from our secure online portal.



Print the check
Using a standard printer, the recipient prints the check for deposit.



Deposit the eCheck
A Deluxe eCheck is deposited just like any other check — at a bank branch, through an ATM or using Remote Deposit Capture on a smartphone.

- **E-CHECKS IS OUR NEW METHOD FOR SENDING YOUR PROFITS FAST & SECURELY.**
- **Payments will be issued within 7-10 business days from last day of sale event. Bella Kids will electronically send your profits at NO COST to you! All you have to do is PRINT & deposit check from our emailed secure link!**

RESTOCKER CONSIGNOR CONTRACT

60% BASE PROFIT METHOD



RESTOCKER Name: _____ **RESTOCKER #:** _____

In consideration for the opportunity to participate in and profit from Bella Kids Consignment Events, the undersigned Consignor acknowledges that she/he has read, understands and agrees to the following terms and conditions contained in this Agreement:

1. Consignor agrees to allow Bella Kids to act on your behalf in order to sell any or all items checked in to a Bella Kids Consignment Event. Consignor certifies that they are the owner of and have the legal right and full authority to sell all consigned items. _____ **Consignor Initials**
2. By appearing in a public venue as a shopper, consignor or volunteer, Bella Kids has my permission to use my image in any publicity avenue they choose. _____ **Consignor Initials**
3. **It is the full responsibility of the Consignor to read and follow ALL Bella Kids consignor instructions and item preparation guides.** Bella Kids retains the right to reject any and all items that have not been prepared in the proper manner including recent cleaning, laundering, disinfecting of all consigned items. _____ **Consignor Initials**
4. **Consignor confirms that each item offered for sale is in full operating condition** with working batteries (if applicable) and is not defective, broken or damaged in any way, and not subject to recall. _____ **Consignor Initials**
5. **Consignor understands that Bella Kids reserves the right to add RESTOCK consigned items on the sales floor during the sale between VIP Sale night, Opening Day, and Restock day based on sell thru rates.** _____ **Consignor Initials**
6. **Consignor understands that Bella Kids reserves the right to remove any items from the sales floor** due to poor condition, stains, odors, missing parts or recall safety concerns per CSPC standards or not meeting our stated standards in pricing or age that was missed during dropoff. _____ **Consignor Initials**
7. **All items consigned to Bella Kids Consignment Events of WNY are at the sole risk of the Consignor.** Consignor agrees that he/she shall assume and bear all risks regarding consigned items, and will hold harmless and make no claim against Bella Kids, Kristi Mora, the leaser and/or owner of space where the sales event is held, volunteers and/or paid participants, and the insurer of Bella Kids exempt from any and all liability. _____ **C Initials**
8. **Bella Kids is open to the public as a retail environment.** We take utmost precaution to prevent loss and theft however should any consigned items be lost, stolen or damaged, Bella Kids is not responsible to compensate the Consignor for the missing or unreturned items. _____ **C Initials**
9. **Consignor agrees to release from liability and waive any and all claims for personal injury resulting from participation in Bella Kids Consignment Events of WNY,** for all cause, whether foreseen or unforeseen against Bella Kids, Kristi Mora, the leaser and/or owner of space where the sales event is held, volunteers and/or paid participants, and the insurer of Bella Kids. _____ **Consignor Initials**
10. **Bella Kids will take all reasonable precautions to prevent loss, damage, and/or theft of items.** Consignor acknowledges the possibility of such occurrences and is choosing to proceed in consignment with Bella Kids. Consignor agrees that no claims will be made against Bella Kids or Kristi Mora for any discrepancies involving items consigned at the sale. _____ **Consignor Initials**
11. **Consignors will be given 1 VIP Private Sale pass for their full participation in our current Bella Kids event.** This allows for 1 adult entry into the sale at entry time specified based on participation level. NO replacement passes will be issued if the pass is lost or stolen. Passes are issued at dropoff only. _____ **Consignor Initials**
12. **Bella Kids agrees to pay Consignor a percentage of the total sales amount for their items dependent upon the consignor's percentage option choice. You have chosen DIY - RESTOCKER (60% sales profits base/70% maximum sales profits) Traditional** Consignors requires consignor to gather, wash/clean, hang, press/iron, tag, and enter their items into our online system. It is consignor's responsibility to ensure all items have been entered into our system during drop-off. Consignor understands that the traditional option is based on 60% sales profits with a maximum sales profit issued of 70% after the full completion of two (2) four-hour VIP Helper shifts. _____ **Consignor Initials**
13. **Bella Kids offers DIY - RESTOCKER consignors the possibility to earn extra sales profits in addition to the 60% sales profit base. An extra 5% sales profits are earned by completing one 4-hour VIP Helper shift during the set-up, check-in, sales day, or check-out process. By completing a second 4-hour shift, consignors earn an extra 5% with a maximum sales profit of 70%.** If a consignor does not complete the shift in its entirety, the extra sales profits will not be issued. _____ **Consignor Initials**
14. **Consignor sales profits will be emailed to participating consignors via e-checks. Bella Kids will send a secure link payment to the registered email address listed in the Bella Kids Consignor's Account. Maintaining accuracy of the consignor's personal contact information is the sole responsibility of the consignor.** Profits will be electronically delivered within 10-14 business days of the end of the sale. _____ **Consignor Initials**
15. **Consignor with special request and permission by Kristi Mora may provide a self-addressed, stamped envelope at their drop off appointment for a check to be mailed within 15 business days from the close of the sale.** _____ **Consignor Initials**
16. **A \$5 LATE PAYMENT CHANGE REQUEST FEE will be issued to any consignors requesting a payment change different from the one designated on their consignor drop off form.** This fee will be automatically deducted from the consignor's sales profit total due. _____ **C Initials**
17. **All consignors are required to print, complete, & return ALL DROP OFF FORMS (contract, drop off checklist) during their designated drop off appointment. Any consignor missing required will be charged \$1 fee per missing form.** _____ **Consignor Initials**

BELLA KIDS RESTOCKER CONTRACT (pg.2)

RESTOCKER Name: _____

RESTOCKER #: _____

18. **Consignor has the choice to donate unsold items to the selected charity and receive a tax donation receipt from local charity participating with Bella Kids.** Consignor understands when entering items into our online system by choosing "YES – DONATE" they are marking items to be donated at the end of the sale. Otherwise, any items that are not picked up by the designated pick-up time, even if marked "return", become the property of Bella Kids and may be donated. _____ Consignor Initials
19. **Consignors MUST be available (or send a representative) to pickup unsold items during the designated pickup time** communicated via email by Bella Kids on the final day of the sale. Any items that are not picked up by the designated pick-up time, even if marked "return", become the property of Bella Kids and WILL be donated. Consignors acknowledge that Bella Kids always recommends that the consignor themselves pick up their unsold items, as they know their consigned items best and can easily recognize the merchandise consigned. _____ Consignor Initials
20. **At the end of the sale, it is the consignor/restocker's responsibility to retrieve their unsold items on the sales floor and in lost tags area. Any remaining unsold items not claimed by consignor/restock during the designated pickup time will be donated to charity.** _____ C Initials
21. **Items found during the sale event without a tag will not be sold.** It is the consignor's responsibility to look through the unclaimed/lost tag merchandise during pick-up. Any and all unclaimed merchandise after the sale will be donated. _____ Consignor Initials
22. **Consignor has the option to include their items in the 50% off sale on the final day of the event.** When entering items into the online system, consignor understands by marking "YES – DISCOUNT" they are choosing to include that item in the 50% off sale. _____ Consignor Initials
23. **Consignor has the option to include their items in the 75% off sale on the final day of the event.** When entering items into the online system, consignor understands by marking "YES – DONATE" they are choosing to include that item in the 75% off sale. _____ Consignor Initials
24. **Bella Kids requires a 48-Hour Notice if you plan on cancelling your VIP Helper shift.** Consignors/Volunteers who fail to cancel or complete their commitment will not receive the 5% additional sales profit bonus. Bella Kids reserves the right to reject VIP Helper Volunteer participation at future Bella Kids events to consignors/volunteers that do not abide by the volunteer contract. _____ Consignor Initials
25. **RECALL REVIEWS REQUIRED BY CONSIGNOR:** Consignor confirms and agrees that they will review The Consumer Product Safety Commission's (CPSC) website within one week of the sale, www.cpsc.gov/cpsclist.aspx to ensure that the items consigned are NOT recalled or in any way in violation of current CPSC guidelines. Consignor testifies that to her/his knowledge, all items being submitted to the Bella Kids Consignment Events of WNY meet CPSC standards and none of the items being submitted to the Bella Kids have been recalled. No consigned items are subject to or threatened by pending recall or any other consumer protection enforcement. Consignor is confident that all consigned items are safe and is unaware of any that may cause harm or injury. _____ Consignor Initials
26. **CAR SEAT CONSIGNORS ONLY:** If selling a child's car seat, consignor certifies to being the original owner of the car seat. **Said car seat has never been involved in an automobile accident, has not been broken in any way, and has all of its original or manufacturer provided parts. The car seat is less than 5 years old and contains the original identification label. Consignor verifies that the car seat has not been recalled, and is not subject to recall,** to the best of their knowledge. If any recall has been issued consignor verifies that the seat has been corrected to meet Motor Vehicle Safety standards. Consignor confirms that the car seat has all harness straps, clips, seat cover, padding, shield and bolts. Confirm is also given that the locking mechanism locks securely. _____ Consignor Initials
27. **MOBILE TEXT CONSENT: Registered Consignors consent to automatically joining the Bella Consignment Events Mobile Club** with the cell number they entered during the online consignor registration process. **The Mobile Club texts will be used to communicate important consignor and sale news. Consignors can always opt out once mobile texts are received by replying STOP.** _____ Consignor Initials
28. **COVID-19 DISCLAIMER:** An inherent risk of exposure to COVID-19 exists in any public place where people are present. Bella Kids will follow all NYS Non-Essential Retail Guidelines to ensure the health and safety of our consignors, VIP helpers, and shoppers including an increased focus on sanitation and disinfecting. By consigning or shopping, you voluntarily assume all risks related to exposure to COVID-19. _____ Consignor Initials
29. **THREE STRIKES RULE: It is the full responsibility of the Consignor to read and follow ALL Bella Kids consignor instructions and item preparation guides.** Bella Kids reserves the right to reject consignor participation at future Bella Kids events to consignors that do not follow the consignor instructions repeatedly. _____ Consignor Initials

By signing this form, I certify that I have read and understand the above agreement set out by Lucha Fiesta LLC dba Bella Kids. I agree to abide by the terms of this Contract and Release form.

X _____
Consignor Signature

Date

Print First & Last Name

Consignor Number

Note: Each Consignor must sign the **Consignor Agreement** form when consigning items with Bella Kids. If this form is not signed, it is assumed that the Consignor agrees to the form when leaving items with Bella Kids for the purpose of consignment