

Updated and Copyrighted January 2023

Westmoreland Sale for Kids Consignment Sale Consignor Agreement Spring/Summer 2023

In consideration of the sum of one dollar in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are with this acknowledged, the parties hereto intend to be legally bound with this agreement as follows:

- 1) I _____ the consignor, agree to allow Westmoreland Sale for Kids LLC to sell all items I have entered into the inventory program and verify that I have set my prices.
- 2) I verify that I have delivered said items to the space where Westmoreland Sale for Kids is being held. I understand that I retain ownership of all items until the buyer buys them. I know that a sale of an object placed at Westmoreland Sale for Kids is completed by scanning the bar code at the time of purchase and not just by entering the item into inventory. The Inventory list in no way guarantees that an item is physically brought to the sale.
- 3) Consignor agrees to release, indemnify and hold harmless Westmoreland Sale for Kids, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and sub-agents (collectively "LLC") from any actions and causes of action at law or in equity whatever including but not limited to counsel fees, litigation costs, and costs, associated with or arising out of any item delivered by the Consignor to Westmoreland Sale for Kids LLC, the sale or other disposition of same, consignor coming onto the real property to which the Consignment Sale will occur and any other undertakings by consignor pursuant hereto.
- 4) Consignor does, as a result of this release, remiss and forever discharge Westmoreland Sale for Kids, LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and sub-agents (collectively "LLC"), the owner, lessee, and lesser of the space where the sale is being held, any independent contractor in the sale their insurers, heirs, executors, administrators, assigns, agents, and sub-agents from any and all actions and causes of actions at law or in equity whatever related to, associated with or arising out of any item delivered by Consignor to Westmoreland Sale for Kids LLC, the consignor coming onto the real property where at the Consignment Sale will occur and any and all other undertakings by LLC pursuant hereto.
- 5) Consignor agrees that no claims will be made against the Westmoreland Sale for Kids LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and sub-agents (collectively "LLC") for any discrepancies involving items placed in the sale. Westmoreland Sale for Kids LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents and sub-agents, independent contractor, lessee, and lesser of the space, are not responsible for damaged, lost, or stolen items placed at the sale. Westmoreland Sale for Kids LLC takes reasonable precautions to prevent damage, loss, and theft of all items placed in the sale.
- 6) Consignor agrees not to set up business as a direct competitor of Westmoreland Sale for Kids LLC within a 20-mile radius for three years.
- 7) Consignor agrees that for any item entered into Westmoreland Sale for Kids consignment sale requiring batteries, that consignor will provide working batteries for said item. If Westmoreland Sale for Kids provides batteries for a non-working toy to check and see if working and a purchase is made with said batteries, the consignor will be charged \$2.00 per set of 2 batteries sold with the item. This is a convenience fee for providing the batteries regardless of the item's price.
- 8) Consignor understands that any item with information missing from the tag or if the tag and item have become separated that these items will be placed on the Lost and Found table/rack. The consignor will be encouraged to look through the items placed in lost and found to claim any lost tag items.
- 9) Consignor agrees that on the last day of the sale, Sunday, April 23, 2023, from 9 am - 2 pm, items will be sold at a 50 % discount unless marked with DISCOUNT: NO. This is noted under the price on the bar code with the selection of DISCOUNTED: Yes or No.
- 10) Consignor understands that any unsold items bearing a tag marked with a donation hand in the middle left-hand side of the tag will be donated to a charity of Westmoreland Sale for Kids' choice. Consignor will not receive a receipt of donations will be offered due to working with multiple organizations. If you want the receipt for tax purposes, please pick up your unsold items and donate them yourself.
- 11) Consignor understands that Westmoreland Sale for Kids LLC Reserves the right to limit the number of consignors and the number of items the consignors can enter into the inventory program.
- 12) Consignor agrees that the distribution of proceeds from the sale of each inventory item during April 17 - 24, 2023, are as follows,
\$18 registration fee.
Non-working consignors' profit is 60%.
Team members who work 3 hours (1 entire shift) will profit 70% and get a pre-sale pass to shop on Wednesday, April 19, 2023, 6 pm - 9 pm.
Team members who work six hrs. (2 entire shifts) will profit 70% and get a pre-sale pass for Wednesday, Wednesday, September 21, 2022, to shop 5 pm -9 pm.
Team members who work nine hrs. (3 entire shifts) profit 70% registration and a pre-sale pass for Wednesday, September 21, 2022, to shop 4 pm - 9 pm.
Team members who work 12 hrs. (4 entire shifts) profit of 80% and a pre-sale pass for Wednesday, September 21, 2022, to shop from 3 pm - 9 pm.
Breakdown Team Members (Sunday), 1:30 pm- 7:30 pm and 2 pm -8 pm, the entire shift; your registration fee (\$18) will be waived. And can shop Wednesday, April 19, 2023, at four pm.
All team members are invited to shop on Sunday, April 23, 2023, at 9 am before we open to the public for a 1/2 price sale.
- 13) Consignors who select to help during the consignment sale are working for themselves and are receiving an additional percentage of their profit according to the set incentives above and also a pass for early admission to shop before we open to the public
- 14) Consignor agrees to cash the check issued as proceeds from the sale within 60 days.
Consignor understands any check received from Westmoreland Sale for Kids LLC and unclaimed after 60 days will become void. If a replacement check needs to be issued, Westmoreland Sale for Kids will collect a fee of \$35 for the stop payment fee on all lost checks by you or the post office.
- 15) The consignor's settlement payment will be mailed or directly deposited (must be set up before the sale starts) approximately 14 -21 business days from closing the adult sale.

Consignor or Consignor's designated representative, _____ Date _____

Lisa Enlow Owner/Organizer Westmoreland Sale for Kids LLC

Please verify your contact information:

Name
Address
Phone
Email

Unsold Inventory Pick-up Reminder

On Sunday, September 25, 2022, from 7:00 pm to 8:00 pm or Monday, Sept 26, 9 am - 11 am.
If the Breakdown runs longer than planned, we will announce the delay in picking up via email and our Facebook Page.
Westmoreland Sale for Kids will donate All items not picked up to a charity of choice.

Did you sign up to be part of the TEAM? YES OR NO
We need your help during the public sale times to help sell your items.

Selling a Crib? Yes or No
Cribs manufactured before June 2011 will not be accepted.
What is the date on your crib? _____ Model _____

Combo Strollers
Yes, or No Do you have a stroller with a car seat combo?
Car Seat Waiver
I, _____, at this moment, verify that the car seat/stroller system that I am placing for sale at Westmoreland Sale for Kids Consignment Sale Fall /winter 2022 has never been in an accident and has never been recalled.
Manufactured: _____ Serial Number: _____
Brand: _____
Seller's Signature: _____ Date: _____

Westmoreland Sale for Kids LLC is not responsible for loss or damage to items due to theft or natural occurrences.
The scanned barcode determines all sales and commissions at purchase; no commission will be paid for item discrepancies.
I _____ verify that I am the owner of all items entered into the inventory program of Westmoreland Sale for Kids LLC and that no items I am consigning are the subject of any current, pending, or threatened recall notice according to the Consumer Products Safety Commission.
_____ I understand that by appearing in a public venue as a shopper, consignor, or volunteer, Westmoreland Sale for Kids LLC has my permission to use my image in any publicity avenue they choose.

Consignor # _____
The consignor or Consignor's designated representative. _____ Date _____

02/05/2023 Westmoreland Sale for Kids LLC 2023
Updated and Copyrighted January 2023