

### Teens & Adult Clothing and More Consignment Sale 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 at this moment acknowledged, the parties hereto intending to be legally bound at this moment agree as follows:

- 1) I \_\_\_\_\_ the consignor, Verify I am the sole owner of all items I have entered into the inventory program. I have set my prices and understand that I own said inventory until the tag is scanned and bought. I agree to allow said business Westmoreland Sale for Kids LLC, to sell such items I have entered into the inventory program. I verify that I have delivered said inventory to the space where the consignment sale is held. I understand that a sale of an item placed at Westmoreland Sale for Kids LLC is completed by scanning the barcode at the time of purchase and not just by the item being entered into inventory. The Inventory list never guarantees that an item was brought to the sale.
- 2) Consignor agrees to release, indemnify and hold harmless Westmoreland Sale for Kids LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and subagents (collectively "LLC") from any and all 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 at which the consignment sale will occur and any and all other undertakings by consignor pursuant hereto.
- 3) Consignor does at this moment release, remiss, and forever discharge Westmoreland Sale for Kids, LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and subagents (collectively "LLC"), the owner, lessee, and lessor of the space where the sale is being held, any volunteer or paid participants in the sale their insurers, heirs, executors, administrators, assigns, agents, and subagents 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.
- 4) Consignor agrees no claims will be made against the Westmoreland Sale for Kids LLC, Lisa M. Enlow, their heirs, executors, administrators, assigns, agents, and subagents (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 subagents, volunteers, lessee, and lessor of the space, are not responsible for damaged, lost, or stolen items placed at the sale. Westmoreland Sale for Kids LLC, Lisa M. Enlow, takes reasonable precautions to prevent damage, loss, and theft of all items placed in the sale.
- 5) **Consignor agrees not to set up business as a direct competitor of Westmoreland Sale for Kids LLC within a twenty-five-mile radius of three years.**
- 6) Consignor understands that any tag with information missing from the tag or if the tag becomes separated from an item, that these items will be placed on the Lost and Found table/rack. The consignor will look through the items placed in lost and found to claim their items.
- 7) Consignor agrees that on the last day of the sale, Sunday, April. 30, 2023, from 9 am - 2 pm, items will be sold at a 50 % discount unless marked with DISCOUNT: "NO." noted under the price on the barcode with the selection of DISCOUNTED: Yes or No.
- 8) Consignor understands that any item donated **on Sunday, April 30, 2023**, will automatically be discounted by default.
- 9) Consignor understands that any unsold items not picked up by the end of the designated pick-up time (Sunday, April 30, 2023, 7:00 pm until 8:00 pm) will become the property of Westmoreland Sale for Kids LLC and donated to an organization of our choice.
- 10) Consignor agrees 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 LCC's choice. No donation reports will be issued due to our work with multiple agencies, and I cannot track what items go to what charity.
- 11) Consignor understands that Westmoreland Sale for Kids LLC, Reserves the right to limit the number of consignors and the number of items entered into inventory by a consignor.
- 12) Consignor agrees to cash the check issued as proceeds from the sale within 60 days.  
Consignor understands that any check received from Westmoreland Sale for Kids LLC and unclaimed after 60 days will become void, and a fee of \$35.00 will be charged for a replacement check to be issued. Consignor proceeds checks will be mailed approximately 7-14 days from the close of the sale **on Monday, April 30, 2023.**
- 13) Consignor agrees that the distribution of proceeds from each item for sale dates April 27- April 30, 2023, areas listed below.
  1. The consignor's starting profit is 60% - the consignor registration fee is \$14, and the percentage may differ following the team member incentives
  2. Team members who work 3 hours will receive 65% profit.
  3. Team Members who work 6 hours will receive 70% profit.
  4. Team Members are invited to shop **on Thursday, April 27, 2023, 4 pm -8 pm**
  5. Team Members who help during Breakdown April 30, 2023, 1:30 pm – 7:30 pm or 2 pm - 8 pm (total 6 hours, this shift only) will have their consignor fee (\$14) waived and receive 70% profit for 6 hours.
  6. Consignors who complete work shifts as Team members during the sale understand they are working to help sell their items and agree to the incentive listed above.

\_\_\_\_\_ I verify that I own all items I have entered into the inventory program of Westmoreland Sale for Kids Teen and Adult Clothing and More Sale.

\_\_\_\_\_ I confirm that I have checked all items entered into the inventory program and that no item I am consigning is 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 Team Member, Westmoreland Sale for Kids LLC has my permission to use my image in any publicity avenue they choose.

The consignor or Consignor's designated representative: \_\_\_\_\_ Date \_\_\_\_\_

Owner/Organizer Lisa M Enlow 02/05/2023

Westmoreland Sale for Teens and Adult Clothing and More Spring/Summer 2023  
Please verify your information.  
A hard copy of the agreement will need to be signed during inventory drop-off.

Name

Address

Email

Unsold Inventory

Pick-up is on **Sunday, April 30, between 7 – 8 pm.**

All items not picked up will be donated to a charity of Westmoreland Sale for Kids choice.

Are you a Team Member? YES, or NO

Yes: Thank You!

Please sign in and out of the shift you are working to receive credit for that shift.

NO: We need your help! With everyone's help, the consignment sale will work.

We need you to help in many ways. Set up (tables and Racks)

Changing room monitor during the sale (help return items to the sale floor)

\*\* Breakdown (help pack up supplies till next sale)

Please join us and help make this sale work. Thank you.

Westmoreland Sale for Kids LLC is not responsible for theft or natural occurrences. The barcode determines all sales and commissions at the time of purchase, and no commission will be paid for discrepancies. All items are sold as-is, and all sales are final. No Returns, no exchanges, no refunds.

Consignor signature: \_\_\_\_\_ Date \_\_\_\_\_

Lisa M Enlow Owner/Organizer 02/05/2023

