



## REGULAR, RESTOCK, and TSA (Tagging Service Assistant) Consignor Agreement

In consideration for the opportunity to participate in and profit from REPLAY Pop Up Consignment LLC (RPC) sales, the registered Consignor agrees to the following:

Consignor agrees to hold harmless and make no claim against RPC/Linda or Timothy Kline (owners) the lessee of the space where the sale is held, any volunteer, or the insurer of RPC for the damage, theft, or loss of any items consigned to REPLAY Pop Up Consignment LLC. RPC does not anticipate any theft, damage, or loss but occasionally these events may occur. RPC will be using Night Owl Video Security at all sales.

Consignor agrees to waive any and all claims of personal injury resulting from participation in any RPC sale from whatever cause, either foreseen or unforeseen against RPC/Linda or Timothy Kline, the lessee of the space where the sale is held, any RPC volunteer, or the insurer of RPC.

**Consignor agrees to read the website for details and information regarding consigning and the sale** and agrees to all Consignor Responsibilities and policies stated on the website.

Consignor agrees to join the **REPLAY Pop Up Consignors Only Facebook page** and follow for important information.

Consignor agrees to pay the non-refundable registration fee.

Consignors agree they must select a drop off appointment and place items on the sales floor with like-items during drop off.

**RESTOCK Consignor agrees to drop-off restock items at the listed Restock Drop-off times and place items on the sales floor with like items. If Restock items appear at the checkout before Restock day items will be pulled and cannot be sold until they are uploaded into the system and the Restock consignor will need to return to the Sale to place items on the sales floor.**

Consignor agrees to only enter items in accordance with our stated Quality Control Standards and Accepted Items List.

Consignor agrees that they are only selling items that personally belong to them, and they are not selling/combining items for other family and friends.

Consignors agree that consigning items without working batteries ***may result in the item being pulled from inventory and not being sold or being charged a battery replacement fee.***

The Consignor agrees that the accuracy of the information printed on the tags is the responsibility of the Consignor alone. Items marked **DISCOUNT: YES** will be sold for 50% off the original price on the 50% Off Day/s. Items marked **DONATE: - D** if unsold, will become property of RPC and will be donated at the end of the sale to a local non-profit organization selected by REPLAY Pop Up Consignment LLC.

Consignor agrees tags are to contain correct information and that any attempt to deceive the shopper will result in a **Deceptive Tag Fee**. This fee will be equal to the full price listed on the tag plus \$10 for each item found to be deceptive. Deceptive items include, but are not limited to, items that are: broken, missing pieces, or falsely described on the tag. This fee will be deducted from the Consignor's percentage of earnings. Repeat offenders will be banned from future sales.

Consignor agrees that items found to be missing tags, recalled, or that deviate from RPC's stated Quality Control Standards will be pulled from the sale floor and placed in a designated area. Consignor agrees to check this area during pick up and take their pulled items with them.

Consignor agrees to pick up unsold items or may choose to donate unsold items. Any items not picked up by the end of the Consignor pick up period and not marked Donate, will become property of RPC. Consignor also agrees to a **\$10 non-pickup fee** if these items were not marked for donate. This includes unsold items, items with lost tags, recalled items, and rejected items.

**REGULAR & RESTOCK Consignors agrees to the following distribution of consignment proceeds: REGULAR & RESTOCK ConsignorS will receive 60% and RPC will receive 40%.**

**TSA Consignor agrees to the following distribution of consignment proceeds: TSA Consignors will receive 40% and TA- Tagging Assistant will receive 25%, RPC will receive 35%.**

All Consignors may increase their profit percentage by volunteering hours at the sale through our REPLAY Volunteer Team, see the website for details.

Consignor agrees to receive their consignment payment sent to their email on file. The Consignor alone is responsible for ensuring the accuracy of this email address.

Consignment profit checks will be emailed no later than two weeks after the close of the sale.

Consignor has 5 days from email date sent to report any discrepancies: After 5 days or the check has been cashed, all discrepancies are VOID.

Consignor agrees to cash or deposit the consignment check within 2 weeks of receipt so we can balance out our sale. Print them and cash or deposit via your computer, mobile device, or a bank teller.

Adding your cell number to your account will add you to our Consignor Texting service. You may receive notifications and reminders about consigning, the schedule & other updates to help you succeed as a seller with us. Read below for the required terms & conditions from our messaging provider.

### ***SMS/MMS Terms & Conditions***

*By participating, you consent to receive recurring autodialed SMS/MMS promotional messages (up to 10 messages per month). No purchase required. Standard message & data rates may apply. At any time, you may reply STOP to unsubscribe.*

### **Additional TSA & TSA Consignor Agreements**

TSA Consignor agrees to register for the sale and allow the TSA (Tagging Service Assistant) to access their account to enter, price at their discretion, and physically tag their items.

TSA Consignor agrees to pay a cash supply fee-directly to the TSA when items are dropped off. This fee is used to offset the TSA supply costs: cardstock, pins, hangers, printer ink, and tagging supplies.

- \$25.00 fee if consignor provides clean washed items to the TSA with NO hangers or packaging.
- \$20.00 fee if consignor provides clean washed items and HALF of your items are in packaging and/or on hangers.
- \$15.00 fee if your clean washed items are ALL packaged and clothing items are already secured/pinned on hangers.

TSA Consignor agrees to deliver their items to the TSA. TSA's are not required to pick up items from you.

TSA Consignor agrees to deliver only items in accordance with our stated Quality Control Standards and Accepted Items List. Anything found to not meet these qualifications will not be tagged and not allowed in the sale. Consignor agrees to pick up any items deemed "Not For Sale" from the TSA.

**TSA Consignor MUST agree that all items **MUST BE MARKED DISCOUNT AND DONATE**. Items tagged by a TSA cannot be carried over or transferred to another sale.**

**TSA Consignor and TSA will agree to drop-off/check-in arrangement from the following options:**

1. TSA Consignor will promptly pick up tagged items from the TSA when notified. TSA Consignor will schedule a drop-off appointment in the sales portal and the TSA Consignor will deliver/drop-off items to the sale venue, check-in and set out items on the sales floor in the appropriate sections.

**OR**

2. The TSA will agree to deliver/drop-off items to the sale venue, check-in TSA Consignor and set out items on the sales floor in the appropriate sections. This option is not a TSA requirement. Please note some TSA's do not have the space to hold and/or deliver your items.

#### **TAGGING SERVICE ASSISTANT (TSA) RESPONSIBILITIES**

- Tagging Assistant (TA) will arrange a time to have the TSA Consignor drop off their items to them.
- Tagging Assistant will Inspect, package, and hang items.
- Tagging Assistant will price and enter items into the TSA Consignors account..
- Tagging Assistant will contact the TSA Consignor to review prices and make any changes to them before printing the tag.
- Tagging Assistant will print, and attach tags to items.
- Tagging Assistant will arrange drop-off agreement from the following options -
  1. TA will contact the TSA Consignor to collect tagged items for them to deliver to the saleor
  2. TA will deliver items to the sale for the TSA Consignor if agreement was made.

**Clicking I Agree, will be your electronic signature for this agreement.**