



2017 High Point/Greensboro | Just Between Friends Consignor Agreement

Name (print): _____ Consignor #: _____ # Items at Drop-off _____

Do you intend to pick up any of your unsold items **Saturday May 6th between 4:30 and 5:30 pm? (NO exceptions)**

_____ **NO**, I am **donating all** unsold items _____ **Yes**, I will **pick-up** some or all of my unsold items

As a consignor with High Point/Greensboro | Just Between Friends, please read and agree to* the following guidelines:

*Please initial each item below indicating you have read, understand and agree to the stated guidelines for consigning with the High Point/Greensboro JBF sale.

_____ JBF Franchisee will use reasonable good faith efforts to keep my consigned items safe while in its possession. **JBF Franchisee shall have no liability for the theft, damage, loss, and/or destruction of these items from any cause beyond the control of JBF Franchisee**, except for JBF Franchisee’s gross negligence or willful misconduct or knowing violation of law.

_____ I will receive **60%** of the selling price for my sold items. If I am a volunteer, I will receive up to 70% of the selling price for my sold items.

_____ **My account will be charged \$5 per battery** if JBF has to replace batteries in order to help sell any of my items.

_____ **I have read and followed the sale guidelines as published on the High Point/Greensboro | Just Between Friends website** and understand that the sale owner has the final say in what is accepted into the sale. If I leave unaccepted items at drop-off, I understand that they will be donated or discarded at the discretion of the sale owner and will not be held for me.

_____ I have read and understand the Terms and Conditions for consigning as published by Just Between Friends Franchise Systems, Inc. upon signing up for my online profile. (The link to these is available at the bottom of the profile “log in” page.)

_____ It is recognized that “all sales are final”; however, good customer service is also a priority with JBF. If a refund is made to a shopper because a defective or recalled product was sold to them, I will not be paid for this item. Ownership of the item will transition back to me and I will have 3 days after notice of refund to pick up the item. If I do not pick up the item after 3 days, it will either be donated or disposed at the discretion of JBF.

_____ **As a condition of selling items in a Just Between Friends Consignment Sale, I represent and warrant the following to be true and correct:**

1. I am the owner of the items to be sold, and I have full authority to sell the items offered by me for sale.
2. Each item offered for sale by me is in good operating condition, reasonable wear expected, and is not defective, broken or damaged in any way.
3. Any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer’s warranty program.
4. **Each item complies with applicable law; <http://www.cpsc.gov/cpsclist.aspx>**
5. No item I am consigning at this event is **the subject of any current recall notice according to the Consumer Products Safety Commission.**
6. No item is the subject of **any pending or threatened recall** notice or other consumer protection enforcement action.
7. I know of no reason why any item offered for sale by me would cause any injury to another.
8. The label on each item is original, has not been tampered with, removed, replaced or otherwise altered.
9. No item is a “knock off” or “unauthorized copy” or “fake”.

_____ **I am the only person selling under this consignor number.** I am not tagging for multiple consignors under one consignor number.

_____ **I am participating for the sole purpose of selling my items as a consignor.** I am participating in an ethical manner, and agree that I am not attempting to learn the business practices of JBF, operations techniques or any other business matters that may or may not be trademarked, registered or proprietary in any way.

_____ **A star**  (color or black & white) on any tag means that the item will REMAIN FULL PRICE and NO STAR on a tag means the item will be SOLD at 50% at the Half- off sale. **(For YOUR protection, no hand altered tags accepted.)**

_____ **Any unsold items at the end of the sale marked with “Donate” will be pulled for charity donation BEFORE I come to pick up my items.** They will NOT be sorted with my things, nor will I be able to reclaim them back once they are in the donation area.

_____ **Consignor Pickup** is following the half-price sale and sorting of items. All items NOT picked up during the given timeframe (see sale schedule online) will be donated to the charity partner(s) designated by JBF Franchisee. No exceptions will be made.

_____ **I agree to cash my JBF Consignor check within 90 days** of the date that the check is issued.

_____ **My address is correct in MY PROFILE online in my JBF account. (If NO, DO NOT INITIAL. Please provide below)**

_____ **At times JBF takes photographs of its events to promote sales.** If I do not wish for my, or any minor in my company, images to be used in JBF promotions, I will notify the photographer at the time a picture is taken. Otherwise, I agree to allow my image to be used in JBF sale promotions.

Signature: _____ **Date:** ____ / ____ / ____

Waivers, car seat & crib:

- Did you bring a Car Seat to Sell Yes No If yes, a car seat checklist must be attached to seat.
 Did you bring a Crib to Sell? Yes No If yes, a crib checklist must be attached to the crib.

New Address? **Only fill out** if your address is **incorrect** in your **online JBF account.**

(Address) _____ (city) _____ (state) _____ (zip) _____