



NYC | Just Between Friends Spring 2018 Event Consignor Agreement

Name (print): _____ Consignor #: _____

Items at Drop-off _____ **Hanger Fee:** # _____ x \$0.10 = _____

You intend to:

Pick up any of your unsold items at the end of the next scheduled event? Pickup time will be published online.

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

As a consignor with NYC | Just Between Friends or NYC | JBF, please read and agree to* the following guidelines:

*Please initial below indicating you have read, understand and agree to the stated guidelines for consigning with the NYC 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.

_____ As a **Consignor**, I will receive **60%** of the selling price for my items.

_____ The **registration fee to sell in this event** is **\$15. \$5 of which** should be paid online prior to the event, in order to hold my spot and is **nonrefundable**.

(See the "Pay Now" link on the "Consignor Details" page of our site). If I miss the deadline, a Consignor fee of **\$17.50** will be deducted from my sales payout.

_____ **\$1 per battery** will be deducted from my sales check if NYC | 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 NYC | 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 to consign. (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 from their office in Kingsbridge, Bronx.

_____ **As a condition of selling items in a Just Between Friends Consignment Sales, 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 and tear expected, and is not defective, broken or damaged in any way.
3. Any repaired item has been **listed on the back of this form** and 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 families 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 REDUCED to as much as 50% towards the end of the event. **(For YOUR protection, no hand-altered tags are accepted.)**

_____ **Any unsold items at the end of the sale marked with a "D" for 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 close of sales and sorting of items. All items **NOT** picked up by **8:31 pm April 22, 2018** will be donated to the charity partner(s) designated by JBF Franchisee. **No exceptions** will be made.

_____ Any items of mine that remain after the designated Pickup time and cannot be donated, will become the property of NYC | Just Between Friends to be handled at their discretion.

_____ I understand a donation tax letter will be sent to me **upon my request to the partnering charity for this event. This charity contact information will be given to me upon e-mail request to Shannon Arias at: shannonarias@jbfale.com**

_____ If I receive payment electronically, I will accept that payment within **2 weeks** of issuance.

_____ If I have requested payment by check, I agree to cash my JBF Consignor check within **90 days** of the check's issuance date.

_____ **My address is correct** in MY PROFILE online, in my JBF account. **(If NO, do not initial. Please provide below)**

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.

PAYMENT INFO:

We are moving to online payment. If you do not prefer online payment, we will mail a check to the address on your JBF profile.

For online payment

If necessary, please provide the email address associated with your online banking account: _____

For payment by check

Address change? Fill in below and we will update your online account.:

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

Repaired items due to damage	Recalled items with repair applied
<p>Item: Date of repair (approx.): Notes:</p> <p>Item: Date of repair (approx.): Notes:</p>	<p>Item: Date of repair (approx.): Notes:</p> <p>Item: Date of repair (approx.): Notes:</p>

Other Notes