



# Consignor Agreement & Liability Waiver

Just Between Friends – Harrisburg/Hershey

Harrisburg Mall, Harrisburg | September 19-21, 2019

CONSIGNOR # \_\_\_\_\_ Email Address: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

If you are consigning please initial boxes 1-5

|    |   |
|----|---|
| 1. | I am participating in the 2019 Just Between Friends Harrisburg/Hershey Consignment Sales event as a consignor. <b>I understand and agree that Just Between Friends Franchise Systems, Inc. and Kid 2 Kid LLC are not responsible for fire, loss, theft or damage to my sale items.</b> I understand that I will earn 60% of my gross sales for my participation minus a \$10 consignor fee. If I complete a 4-8 hour helper shift during the sale I will earn 70% of my gross sales for my participation minus a \$10 consignor fee. If I complete a 12-hour shift during the sale I will earn 75% of my gross sales for my participation minus a \$10 fee. <u>If I am consigning more than 300 items, I must work a 2-hour shift during breakdown PLUS help for a minimum of four hours to earn the additional % of sales.</u>   |
| 2. | <b>Consignor pick-up (of any unsold, non-donated items) is Sunday 9/22 from 4pm-5:30pm.</b> I understand that any items not picked up during that time will be donated to charity. No exceptions will be made.  |
| 3. | A "star" (printed on the JBF barcode tags with black or red ink) means an item will remain at FULL PRICE throughout the sale. Tags with no star mean the item will be sold at 50% off during the Half Price Sale. <b>For your protection, there will be no alteration to any tags (lowering/increasing the price or adding or removing a star) allowed at any time during the sale.</b> The barcode tag is the deciding factor for any variation in price/information.  |
| 4. | I also agree that as a condition of selling items with Just Between Friends Consignment Sale, I represent and warrant the following to be true and correct: <ol style="list-style-type: none"> <li>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; and</li> <li>2. Each item offered for sale by me is in good operating condition, reasonable wear and tear expected and it is not defective, broken or damaged in any way; and</li> <li>3. Any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer's warranty program; and</li> <li>4. <b>Each item complies with applicable law; <a href="http://www.cpsc.gov/cpsclist.aspx">http://www.cpsc.gov/cpsclist.aspx</a>; and</b></li> <li>5. No item is subject to any pending or threatened recall or other consumer protection enforcement action; and</li> <li>6. I know of no reason why any item offered for sale by me would cause any injury to another.</li> <li>7. I understand that Kid 2 Kid LLC is only a broker or agent for me as a consignor and has no obligation to pay for unsold items.</li> </ol> |
| 5. | I understand that at times JBF takes photographs of its events to promote sales and if I do not wish for my image 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 promotions.   |

If you are a Team Member (helping at the sale) please initial boxes 6&7

|    |  |
|----|--|
| 6. | I am helping for the sole purpose of assisting with operations of the event in exchange for earning more on my sold items and early shopping rights. <b>I am helping 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.</b> I am willing to sign a confidentiality agreement and will do so if asked by a representative of Just Between Friends. |
| 7. | As a Team Member, I will arrive 10 minutes early for my shift, so I can park my car and be ready to work my full shift. If I am unable to make my shift I will call Julie at 717-489-2828. If I have already shopped at the presale event and not completed my Team Member hours I will be required to do so before the next sale to be eligible to shop at future presales.   |

Please circle appropriate categories below:

**PICK UP ALL UNSOLD ITEMS**

**DONATE ALL UNSOLD ITEMS**

**PICK UP AND DONATE**

**CONSIGNING 300+ Items** (I must work a 2-hour shift during breakdown PLUS help for a minimum of four hours to earn the additional % of sales.)

|                  |                      |
|------------------|----------------------|
| FOR PICK UP ONLY | Picked up by : _____ |
|                  | Date & Time: _____   |

## Event Schedule

\*Consignors will receive presale tickets at dropoff.

| Consignor Dropoff         | Presale (Ticketed Event*)  | Public Sale                 | Second Consignor Dropoff  | Public Sale               | 50% Off Presale (Ticketed Event*)  | 50% Off Public Sale  | 75% Off Donated Items                                     | Consignor Pickup            |
|---------------------------|--|-----------------------------|---|---------------------------|--|--|---|-----------------------------|
| Sunday, Sept 15, 11am-5pm | Wednesday, Sept 18<br>11:30am - Team Leads<br>12pm - 12 Hour Team Members<br>12:30pm - 8 Hour Team Members<br>1pm - 4 Hour Team Members<br>2pm - Consignors<br>3:30pm – Expecting Parents and Parents/ Grandparents of Infants<br>4:30pm - Teachers & Military | Thursday, Sept 19, 10am-9pm | Thursday, Sept 19, 8pm-8:30pm<br><br>Accepting all items except clothing and shoes. | Friday, Sept 20, 10am-7pm | Friday, Sept 20<br>7pm-9pm<br><b>Team Members</b><br><br>7:30pm-9pm<br><b>Consignors</b> | Saturday, Sept 21, 10am-9pm<br><br>Items without a star are 50% off. | Sunday, Sept 22, 9am-10am<br><br><b>Team Members only</b> | Sunday, Sept 22, 4pm-5:30pm |

I agree to waive, relinquish, discharge, release, and covenant not to sue Just Between Friends Franchise Systems, Inc. and Kid 2 Kid LLC or any of either entity's members, officers, directors, agents, employees, and volunteers for any and all claims of injury, damage, or loss that any purchaser of the items I am consigning may have or that may accrue to any purchaser of the items arising out of, connected with, or in any way associated with such consigned items.

I agree to defend, indemnify and hold harmless Just Between Friends Franchise Systems, Inc. and Kid 2 Kid LLC, and any of either entity's members, officers, directors, agents, employees, and volunteers from and against, without limitation, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to the items I am consigning, including, but not limited to, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to violations of the CPSIA or any related rules and regulations adopted by the CPSC, including but not limited to the warranties indicated above.

**By signing below, I confirm that I have read and fully understand this Consignor Agreement and Liability Waiver; and I agree to the statements in the waiver.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_