



Consignor Agreement & Liability Waiver

Just Between Friends – Harrisburg/Hershey

Harrisburg Mall, Harrisburg | March 21-23, 2019

CONSIGNOR # _____ Email Address: _____

First Name: _____ Last Name: _____ Phone #: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

If you are consigning please initial boxes 1 -4

1.	I am participating in the 2019 Just Between Friends Harrisburg/Hershey Consignment Sales event as a consignor. 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. 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 volunteer 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. If I am consigning more than 300 items, I must work a 2-hour shift during breakdown PLUS volunteer for a minimum of four hours to earn the additional % of sales.
2.	Consignor pick-up (of any unsold, non-donated items) is Sunday 3/24 from 4pm-6pm. 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. 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. 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"> 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 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 3. Any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer's warranty program; and 4. Each item complies with applicable law; http://www.cpsc.gov/cpsclist.aspx; and 5. No item is subject to any pending or threatened recall or other consumer protection enforcement action; and 6. I know of no reason why any item offered for sale by me would cause any injury to another. 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.

If you are volunteering please initial boxes 5 & 6

5.	I am volunteering for the sole purpose of assisting with operations of the event in exchange for early shopping rights. I am volunteering 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. I am willing to sign a confidentiality agreement and will do so if asked by a representative of Just Between Friends.
6.	As a volunteer, 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 volunteer hours I will be required to do so before the next sale to be eligible to shop at future presales.

If you are consigning or volunteering please initial box 7

7.	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.
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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 volunteer for a minimum of four hours to earn the additional % of sales.)

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

Sale Schedule

Consignor Dropoff	Presale (Ticketed Event)	Public Sale	Public Sale	50% Off Presale	50% Off Public Sale	75% Off Donated Items	Consignor Pickup
Sunday, March 17, 11am-6pm	Wednesday, March 20 12pm - 12 Hour Volunteers 12:30pm - 8 Hour Volunteers 1pm - 4 Hour Volunteers 2pm - Consignors 3:30pm - First Time Parents and Grandparents 4:30pm - Teachers & Military Doors close at 8:30pm, Registers close at 9pm	Thursday, March 21, 10am-9pm	Friday, March 22, 10am-7pm	Friday, March 22, 7pm-9pm Consignors and Volunteers only	Saturday, March 23, 10am-9pm Items without a star are 50% off.	Sunday, March 24, 9am-10am Volunteers only	Sunday, March 24, 4pm-6pm

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:** _____