

DONATE UNSOLD ITEMS

PICK-UP UNSOLD ITEMS

	<p><b>Valet Consignor Agreement &amp; Liability Waiver</b>  <b>Just Between Friends – Cypress</b>  <b>April 4-6, 2019</b></p>
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Hours for Consignor Pickup are: Sunday, April 7, 2019 – 12pm-2pm at the Louetta Automotive Sports Complex, 17120 House Hahl Rd., Cypress, Texas 77433

JBF Consignor Name: \_\_\_\_\_ Consignor E-Mail: \_\_\_\_\_

VALET Consignor Number: \_\_\_\_\_ Password: \_\_\_\_\_

Consignor's OTHER JBF Consignor#/Non-Valet Tagging Acct: \_\_\_\_\_

Consignor's Phone Number: \_\_\_\_\_ (Please provide a phone number at which you can be reached during this sale).

Valet Tagger: \_\_\_\_\_ Valet Tagger's Phone Number: \_\_\_\_\_

**I agree that as a condition of selling items in a Just Between Friends Consignment Sale utilizing the valet tagging service, I represent and warrant the following to be true and correct:**

_____	(initial)	I verify that the items I am consigning are mine and I have full authority to sell these items and these items are in good operating and working condition and are not defective, broken or damaged and they have no missing parts.
_____	(initial)	I, the undersigned, understand and agree that Ruby's Kloset/ <b>JBF Cypress</b> dba ("JBF"), and Just Between Friends Franchise System, Inc. ("JBF Franchise") are not responsible for <b>fire, loss, theft or damage</b> to the items I am consigning.
_____	(initial)	I understand that I will earn <b>40%</b> of my gross sales, less a <b>\$25.00</b> Consignor Fee (up to 150 items). If I consign <b>more than 150 items</b> , I will pay an additional \$5 per 50 items, rounded up to the nearest increment of 50. I understand that Valet Consignors who help with the sale for a minimum of <b>four (4)</b> hours will earn an extra <b>5%</b> of his/her gross sales.
_____	(initial)	I understand that the Valet Tagger will get <b>25%</b> of my gross sales in payment for their tagging services. I authorize JBF to deduct the <b>25%</b> from my check for payment for the services provided by the Valet Tagger. I understand that JBF is merely providing an administrative service to me and that I am receiving the benefit of the tagging services from the Valet Tagger and am ultimately responsible for paying the Valet Tagger for these services.
_____	(initial)	I understand that the Valet Tagger will be paid their percentage on all items tagged under the above Valet Consignor Number and that if I wish to tag my own items, it will need to be done under a <u>separate</u> consignor number.
_____	(initial)	I understand that I am responsible for providing the Valet Tagger with items that are in new or gently used condition. Items that do not meet JBF's quality standards will be rejected by the Valet Tagger. <b>Rejected Item Fees = 0-10 items rejected: \$0; 10-20 items rejected: \$10 fee; 20-40 items rejected: \$20 fee. More than 40 items rejected will result in possible termination of the Valet Tagging agreement. The fees will come out of the consignor check at the end of the sale.</b>
_____	(initial)	I verify that no item I am consigning is the subject of any current, pending or threatened recall notice according to the Consumer Products Safety Commission, or if any of my items were part of a recall, any repair made is by the original manufacturer or made in accordance with the original manufacturer warranty program. If a refund is made to a shopper due to a product not working, missing parts or a defect, I understand that I, the Valet Consignor will not be paid for this item. It is recognized that "all sales are final," however, it is illegal on the consignors behalf to offer for sale, a recalled item. As good customer service is a priority with JBF, it is against the rules to offer for sale items with missing or broken pieces.
_____	(initial)	I understand that by appearing in a public venue as a shopper, consignor or helper, JBF and JBF Franchisor have my permission to use my image in any publicity avenue they choose, with no royalties owed.

_____	(initial)	I understand that I am responsible for bringing items in working condition, including having batteries. If items are left that require batteries, JBF has my permission to add batteries to the item so that it can be sold. I further understand that I will be charged a fee of \$1.00 per battery for sizes AA and AAA and \$2.00 per battery for sizes C and D.
_____	(initial)	I agree that all of my items will be marked reduced – 50% off.
_____	(initial)	JBF Cypress reserves the right to refuse and/or limit consignor’s items at the sole discretion of JBF
_____	(initial)	I understand that ALL items unsold at the end of the sale (including rejected items not already picked up) WILL BE DONATED to the JBF Charity Partner, unless I, (the Valet Consignor), come to <b>Consignor Pick-Up on Sunday, April 7, 2019 between 12 pm and 2 pm at Louetta Automotive Sports Complex, 17120 House Hahl Rd., Cypress, Texas 77433</b> to pick up my items. <b>No exceptions will be made.</b> PLEASE MARK ON THE FRONT OF THIS FORM YOUR CHOICE TO <b>DONATE ALL OR PICK-UP</b> . I understand that neither JBF Cypress nor the Valet Tagger will be responsible for my items after the sale.
_____	(initial)	I understand that any items that the Valet Tagger rejects that end up being donated to the JBF Cypress Charity Partner will NOT receive a tax credit or any other benefit from such donation. Donations are only credited to items that were inspected and cleared for sale. <b>No exceptions will be made.</b>

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

### Representation and Warranties

I am the owner of and have carefully inspected the items that I am consigning. I am aware of the requirements established by the Consumer Product Safety Improvement Act of 2008 (CPSIA) as well as the related rules and regulations adopted and promulgated by the United States Consumer Products Safety Commission (CPSC). I represent and warrant that the items that I am consigning do not violate the CPSIA or any related rules or regulations adopted by the CPSC regarding the resale of banned, hazardous or harmful items or products. Specifically, I represent and warrant that the items that I am consigning:

1. Have not been recalled by the CPSC;
2. Do not contain an amount of lead that is prohibited by the CPSIA or the CPSC;
3. Do not contain a concentration of phthalates that is prohibited by the CPSIA or the CPSC.
4. Do not contain flammable materials that are prohibited by the CPSIA or the CPSC.
5. Do not otherwise present a substantial product hazard that has been prohibited by the CPSIA or the CPSC.

I agree to waive, relinquish, discharge, release, and covenant not to sue Ruby’s Kloset, JBF Cypress dba (“JBF Franchisee”), and Just Between Friends Franchise Systems, Inc. (“JBF Franchisor”) or any of either entity’s members, officers, directors, agents, employees, helpers 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 JBF Franchisee and JBF Franchisor, and any of either entity’s members, officers, directors, agents, employees, helpers and volunteers from and against, without limitation, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney’s 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: (1) I have read and fully understand this Consignor Agreement and Liability Waiver, including the Representations and Warranties stated above; (2) I agree to and warrant as stated above; and (3) no one has made to me representations, statements, or inducements that change or modify anything written in this Consignor Agreement and Liability Waiver.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please circle One:	Pick-Up	Donate	Both
Number of Item (circle one)	Less than 75	75-150	151-350
	351-650	650-1000	Over 1000

Did you bring a Car Seat, Car Seat Base or Booster Seat to Sell: Yes No

If yes, did you bring a completed Car Seat Checklist for each Car Seat, Car Seat Base and Booster Seat? Yes No

If yes, leave your Car Seat Checklist(s) attached to the car seat, case seat base or booster seat so that we can allow it be sold.

If no, get the Car Seat Checklist(s) from the check in table and complete it prior to leaving the check-in station. Leave it attached to the car seat, car seat base or booster so that we can allow it to be sold. Items left without the proper forms will be removed from the sales floor and will be unable to be sold.

Did you bring a Crib to sell: Yes No

If yes, did you bring a completed Crib Checklist for each Crib? Yes No

If yes, leave your Crib Checklist attached to the crib so that we can allow it to be sold.

If no, get a Crib Checklist from the check in table and complete it prior to leaving the check-in station. Leave it attached to the crib so that we can allow it to be sold. Cribs left without the proper forms will be removed from the sales floor and will be unable to be sold.

Need to update your Consignor Information (e-mail, address, phone number)? Yes No

If yes, please note any changes here: