

# PASS IT ON

## Consignor Agreement

In consideration for the opportunity to participate in and profit from the Pass It On Sale, please read and acknowledge your acceptance of the following Terms of Agreement.

1) Consignor agrees to allow Pass It On to sell any or all items checked in to the Pass It On sale. Consignor has set the price for each item and indicated whether or not it should be discounted during the half price sale, which is reflected in the bar code. Pass It On reserves the right to reject any item that does not meet our qualifications or may be inappropriate.

2) Consignor affirms that s/he **has checked the CPSC recall list** and is not attempting to sell any items that have been recalled for any reason. Pass It On reserves the right to investigate any item's recall status online. We will not sell an item that has been recalled.

3) Consignor is responsible for tagging each item with printed tags from the online inventory system. Each item must have a tag with a unique Item Number on it as the bar code is associated with it. Pass It On will not sell items without a tag. If 2 tags have the same Item Number, the second item being presented with that same tag may only be sold only at the discretion of Pass It On. If an item is found without a tag, we will make every effort to locate its tag or print a new one if we can locate that item in the system (provided item was given a good description or has masking tape on it with item info). Consignor agrees that any unclaimed items without tags at the end of the pickup period become the property of Pass It On and will be donated.

4) Consignor agrees to hold harmless and make **no claim** against Pass It On owners, the lessors of the space where the sale is held or its employees, or any volunteer participating in the sale **for any damage, theft, or loss of any items consigned**. Pass It On will make every effort to prevent such loss, but Consignor ultimately assumes the risks of these events occurring by participating in the sale.

5) Consignor agrees to waive any and all claims for personal injury resulting from participation in the sale from whatever cause against Pass It On owners, the lessors of the space where the sale is held or its employees, or any volunteer participating in the sale.

6) A \$15 participation fee was required upon registration. Consignor agrees that the distribution of proceeds will be as follows: Consignor will receive 60% of their profits and Pass It On will receive 40%. If Consignor volunteers for 1 or more shifts during the sale, Consignor may earn a higher percentage according to the terms on the web site. If a Consignor signs up to volunteer but does not show up, Consignor will be banned from volunteering again and PIO will deduct 10% or \$30 for each shift missed unless a replacement is sent.

7) Consignor agrees that all **items not picked up** by the end of the pickup period become the **property of Pass It On** and will be donated. Consignor may send a representative to pick up any unsold items. Please pick up your items, send someone to pick up your items, or choose Donate on your tags from the beginning.

8) Consignor agrees to cash issued proceed check within 90 days of the date of the check and to notify us if a check does not arrive within 10 days of when checks get mailed so we can research why.

I have read this agreement and agree to these terms.

\_\_\_\_\_  
Signature of Consignor (or representative) □

\_\_\_\_\_  
Date

### Consignor #

**DONATE ALL**

By checking this box, I am stating that I wish to donate any items left over at the end of the sale, even if my tags are marked otherwise.

Consignor Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Other person OK to pick up: \_\_\_\_\_