

# PASS IT ON

Fall 2021

## 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 discount days, 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 has a tag with a unique Item Number on it. Pass It On will not sell items without a tag. If a tag does not match the price in the inventory, we will alter the inventory price and sell at the tag price. If 2 tags have the same Item Number, the second item being presented with the same tag may be sold only at the discretion of Pass It On. If an item is found without a tag, PIO makes 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 items without tags that remain unclaimed at the end of the pickup period become the **property of Pass It On**.
- 4) Consignor affirms that s/he is the sole owner and has full authority to sell the items being submitted and that all items are offered in good condition to the best of their knowledge. Consignor is not sharing their consignor account with another person or family.
- 5) 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.
- 6) 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.
- 7) A \$15 participation fee was required upon registration. Consignor agrees that the distribution of proceeds will be as follows: Consignor retains 60% of their profits and hires Pass It On for 40% of said profits for the work involved in selling submitted items. If Consignor participates in 1 or more shifts during the sale, then Consignor keeps a larger percentage of their profits according to the terms on the web site and pays less to hire PIO to sell their items. If a Consignor signs up for a shift but does not work it, then Consignor will be banned from filling future sales and PIO will withhold 10% or \$30 for each shift missed unless a replacement is sent. Use of the Tagging Service outlines a different breakdown of sales and supersedes the breakdown listed above.
- 8) Consignor agrees that all items **not picked up** by the end of the pickup period become the **property of Pass It On**. Consignor may send a representative, named below, to pick up any unsold items during the pick up period.
- 9) Consignor agrees to cash issued proceed check within 90 days and to notify us if a check does not arrive within 20 days of when checks get mailed so we can research why and remedy the situation. Replacement for lost or old checks will be sent minus \$25 to place a stop payment on the first check.

I have read this agreement and agree to these terms.

Signature of Consignor (or representative)

Date

**Consignor #**  
**Use a fat marker &**  
**write # really BIG!**

**DROP OFF and PICK UP preferences:**  
**I want to pick up items that don't pass inspection.**

Please TEXT me at this # when my items are ready and I will return. ----->

**My items are marked DONATE ALL. I won't be back.**

All of my tags have a black DOT and are marked as Donate in my inventory.

I will pick up unsold items:  SUNDAY  TUESDAY  BOTH  NEITHER

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

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

Current Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_