

Consignor Agreement & Liability Waiver

WeeUsables Consignment Event – Lancaster, PA

Name: _____

Consignor Number: _____ **Phone Number:** _____

(Please provide a phone number at which you can be reached **during** the sale.)

I, the undersigned, agree that as a condition of selling items in the WeeUsables Consignment Event referenced above, I represent and warrant the following to be true and correct:

1. _____ (initial) I am the owner of the items that I am consigning and I have full authority to sell the items offered by me for WeeUsables Consignment Event. I understand and agree that WeeUsables is not responsible for fire, loss, theft or damage to the items I am consigning.

2. _____ (initial) I have reviewed my contact information and I verify that all information is current and accurate.

3. _____ (initial) I take full responsibility for, release and hold harmless WeeUsables, its owners, officers, elected officials, agents and employees from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in WeeUsables Consignment Event, included, but not limited to, losses caused by the negligence of the released parties or owner of the premises on which the event is held. I further agree that I will not sue or make any claim against the released parties for damages or other losses sustained as a result of any injury, or death, sustained from my participation in the WeeUsables Consignment Event. I also agree to indemnify and hold the released parties harmless from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in the WeeUsables Consignment Event activities.

4. _____ (initial) I understand that I will be paid between 70-75 % of my gross sales (consecutive consignors earn 75% and non-consecutive consignors earn 70%), not including a pre-paid registration fee.

5. _____ (initial) I request that WeeUsables sell the items I am consigning for the price listed on the tag that I have created.
6. _____ (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. Each item is in good condition and is not defective or damaged in any way. Any repaired item was repaired by the original manufacturer or in accordance with the original manufacturer's warranty program. Each item complies with applicable law (www.cpsc.gov) and no item is the subject of any pending or threatened recall notice or other consumer protection enforcement action. I know of no reason why any item offered for sale by me would cause any injury to another. I have reviewed the CPSC website (www.cpsc.gov) within a week of the sale to insure the consigned items are not recalled and adhere to their safety guidelines.
7. _____ (initial) I understand that, at times, WeeUsables takes photographs of its events to promote sales. If I do not wish my image to be used in WeeUsables promotions, I will notify the photographer at the time a picture is taken. Otherwise, I agree to allow my image to be used in WeeUsables sale promotions.
8. _____ (initial) I am consigning in an ethical manner and agree that I am not attempting to learn the business practices of WeeUsables, operations techniques, or any other business matters that may or may not be trademarked, registered or proprietary in any way. As a result, I agree to keep strictly confidential, all knowledge and information I learn from my participation in the WeeUsables Consignment Event, about the consignment business and I further agree not to use any such knowledge or information for personal, professional or financial gain.
9. _____ (initial) I agree not to start, purchase, own or operate another children's consignment event , in Lancaster County, within two (2) years of my participation in this WeeUsables Consignment Event.
10. _____ (initial) I understand Consignor Pick Up (of any unsold items) is Saturday afternoon following the public sale and all items NOT picked up during this timeframe will be donated to the designated WeeUsables Charity.
11. Did you bring a Car Seat to sell? (Please circle.) **Yes** **No**
12. If yes, _____ (initial) My car seat is less than 5 years old and has not previously been in an accident. The owner's manual will be included with the purchase of the car seat.

Signature: _____ Date: _____