



Sweet Swaps Consignments, LLC

Seller/Consignor Agreement

Name (*check payable to*): _____ (and/or) Organization Representative Name: _____

Address (*for check payments*): _____ City: _____ State: _____ Zip: _____

Phone # (*during/after sale*): _____ Email Address: _____

Consignor #: _____ Total # of items in inventory: _____ Referral #: _____ Total # of Consignors referred: _____

PLEASE FILL IN AND COMPLETE ALL SECTIONS APPLICABLE TO YOU

Referred by: Name (*if applicable*): _____ and/or Referral # _____ Method: (*i.e., flyer, etc.*) _____

Tagging Service Consignor: No / if Yes - **Option Selected:** Mail In/ Pick Up/ Neutral Drop off - Location: _____

Fundraising Partner: No / if Yes Organization to receive 15% to 25%: (*check payable to*) _____

Organization's mailing address: _____ City: _____ State: _____ Zip: _____ Tel # _____

Fundraising Organization: No / if Yes Organization Name: (*check payable to*) _____

Organization's mailing address: _____ City: _____ State: _____ Zip: _____ Tel # _____

Volunteer Information: Registered No / if Yes - (*complete Volunteer Agreement*) Total shifts: _____ Task(s): _____ / _____

Crib Entered into Sale: No / if Yes (*attach Crib Safety Agreement*) / Items for sale by me are not subject to any recalls: (*initial*) _____

In consideration of the opportunity to participate in and profit from the *Sweet Swaps Kids Consignment Sales Event*, the undersigned consignor **agrees to the following:**

1. To hold harmless and make no claim against *Sweet Swaps Consignments, LLC* (aka "SSC, LLC") or the *owners* of SSC, LLC or the *owners* or *landlords* of the event space (*subject to change per event*), any volunteer or paid participants of the event, or the insurers of the *owners* or SSC, LLC for personal or accidental injury or for the damage, theft or loss of any items consigned or for any discrepancies involving items placed in the sale and agrees to not set up in business as a direct competitor of SSC, LLC within a radius of 50 miles of Columbia, SC.
2. To a \$10 consignor fee which will be deducted from the consignor's final earnings to help cover a portion of facility rent, insurance, security, advertising and other event costs.
3. To enter at least 25 items into inventory to participate in the sale, and all items entered into the sale belong to the consignor and he/she has the authority to sell all items entered for sale.
4. To keep your selected drop off schedule and request changes as far in advance as possible.
5. If a consignor number does not appear on an item, a manual inventory check will be completed to try to identify the owner. If the owner is not identified, the item will not be sold. **Note:** We suggest placing a piece of masking tape or sticker with your consignor number on each item.
6. To adhere to our preparation and quality standards and to price items at fair market value or according to our suggested price list.
7. To make every effort to increase sales opportunity for your items (*i.e., ensuring items are clean, odor and wrinkle free, etc.*). SSC, LLC reserves the right to reject any recalled or unacceptable items and the items can be discarded or donated to a charity of our choice.
8. Earnings will be mailed within 2 to 10 days following the sale to the address on indicated above and will be made payable to the name indicated above. *All checks must be cashed within 60 days of the date issued. There is a \$25 check reissue fee.
9. Items not marked for donation must be picked up during our consignor pick up schedule or will become property of SSC, LLC.
10. All items will be sold according to our discounting schedule unless you opt out of the discounting option when tagging your items.
11. Items not picked up during the scheduled consignor pick up time must be cleared out of the facility and will become property of SSC, LLC.
12. When dropping off items, you agree to place items, in their labeled and respective areas, in a neat an organized fashion on the sales floor.

13. **Super Seller Status:** To qualify as a Super Seller and automatically receive 70% of your total sales, you must enter to sell a minimum of 500 or more items. Items that do not meet our quality standards will be rejected and will not count toward your item total.

14. **Referral Program:** Sweet Swaps Shopping Bucks earned under our referral program will be available for pick up (*with state issued photo ID – no exceptions*) on the first day of the public sale. Shopping Bucks can be used to purchase anything at the Sweet Swaps Kids Consignment Sale. **Note:** A referred consignor is a considered qualified when entering at least 25 acceptable items for sale. Shopping Bucks not used during the current sale will not be carried forward to any subsequent sales and will expire immediately at the end of the current sales event.

15. **Safety Acknowledgement:** Please initial to agree to the following: _____ (*initial*)

- Each item offered for sale by me is in good operating condition, includes batteries when appropriate and is not defective or broken.
- Each item complies with applicable state and federal law and no item is subject of any recall notice or other consumer protection enforcement action; and has been verified on the www.cpsc.gov website and I know of no reason why any item offered for sale by me would cause any injury to another.

16. **Fundraising Partner Acknowledgement:** Please initial to agree to the following: _____ (*initial*)

I acknowledge that I have chosen to support a qualifying organization of my choice. I agree that I, the consignor will receive 50% of the total earnings of my sold items minus the \$10.00 consignor fee and my elected organization will receive 15% of the total earnings of my sold items. I understand that I am responsible to prepare and deliver my items to the sale. I have listed my elected organizations remittance information above.

***Additional earnings opportunity:** If at least 1 volunteer shift is worked, my fundraising partner will receive 25% of my total earnings.

17. **Fundraising Organization Acknowledgement:** Please initial to agree to the following: _____ (*initial*)

I acknowledge that I am an authorized representative of the organization listed and I have entered my organizations remit information above. I acknowledge that my organization will receive 65% of the total earnings of our sold items minus the \$10.00 consignor fee. I agree that I am responsible for managing and coordinating the collection and preparation of items donated to my organization and that I must deliver the items to the sale during a scheduled drop-off appointment. I acknowledge that SSC, LLC may share suggestions and techniques and provide assistance with collection efforts for my organization and I am required maintain confidentiality of any intellectual property shared.

***Additional earnings opportunity:** If 500 or more accepted items are submitted for sale, my organization will receive 70% of our total sales. If I, as my organization’s representative, or another staff member works at least 1 volunteer shift, my organization will receive 75% of our total sales.

18. **Tagging Service Acknowledgement: (Consignor or Fundraising Organization):** Please initial to agree to the following: _____ (*initial*)

- The fee for our Terrific Tagging service is \$5.00 for the first 50 items (*or less*) and \$5.00 for each additional 50 items and helps to cover the cost of supplies i.e., (*ink, hangers, printing, card stock, safety pins, zip ties, zip lock bags, packing tape, etc.*).
- To enter for sale at least 25 items with a resale value of at least \$150.00 and to receive 50% of the total of my items sold.
- To ensure all items are freshly laundered, free from any defects, are folded neatly and sets are grouped/pinned or folded together.
- Shoes are cleaned and bagged separately and not touching clothing when packed.
- All games, parts/pieces of toys and toy sets are included and are complete. Small toys are grouped together and placed in zip lock bags. Toys include working batteries (cost of \$1.00 per battery will be deducted from total sales if needing replacement).
- Agree that the Terrific Tagging Team will price my items.
- If I choose to price my own items, I may complete and include a Tagging Service Inventory form with my items.
- **Note:** Sweet Swaps Kids will schedule several convenient designated drop-off times in neutral community locations so you can bring us the items you wish to have tagged. We will also offer some *free pick-up’s* from neutral - local designated areas throughout Columbia, SC by request, however, this will not include pick up from your home.
- **Pick up (home pick up) or Buy-Bye Bag (mail in) Services:** If applicable, a fee of \$5.00 will be deducted from your final earnings to help cover storage, shipping and/or transportation cost.

19. **Unsold Items Acknowledgement:** Please *initial* your selected option for your unsold items. **Option 1** will be the default selection if blank.

_____ **Option 1:** You have the option to pick up your items during our designated consignor pick up time after the sale. All consignors have the option to pick up unsold items during this time. Items not picked up during this time will not be returned and will become property of Sweet Swaps Consignments, LLC, and will likely be donated to charity.

_____ **Option 2:** You have the option to donate your unsold items to our chosen **Gracious Giving Charity Partner**. By choosing to donate your items, you are helping children and families in need – **which is a major focus** – of our Sweet Swaps Kids Consignment Sale events. Tax deduction receipts will be available upon request after the end of the sale.

_____ **Option 3:** Available ONLY to our Tagging Service consignors. If you are consigning using our Tagging service with Designated Drop-off, Presto Pick-up or with our Buy Bye Bag Mail in service – you have an additional option for your unsold items. You can choose to have your items returned to you, (*either shipped or delivered*) for an additional \$10.00 fee which will be deducted from your final earnings.

Consignor or Organization’s Representative Signature

Date

Sweet Swaps Consignments, LLC/ Owner/Representative

Date