



Ella Bunbee Consignor Agreement

In consideration for the opportunity to participate in and profit from Ella Bunbee consignment sales, please read and acknowledge your acceptance of the following Terms of Agreement:

Ella Bunbee consignment ("Ella Bunbee") hereby enters into a consignment agreement with

(please print name here): _____ ("Consignor").

- It is the Consignor's responsibility to read this contract and be familiar with our standards.
- **It is the CONSIGNOR'S RESPONSIBILITY, as seller of the items, to make sure none of their items have been recalled.** Consignor confirms and agrees that the items consigned are in full compliance with the CPSIA (Consumer Product Safety Improvement Act of 2008) and Consignor has reviewed the CPSC website www.cpsc.gov and www.recalls.gov within one week prior to the sale to specifically confirm that the items consigned are not recalled due to lead content, and to ensure that the items consigned are NOT recalled or in any way in violation of current CPSC guidance. Ella Bunbee will monitor the recall sites, and any items that become recalled after intake processing will be removed from the sale floor without notice to the consignor and the item will be damaged out. Safety is paramount!
- Consignor may bring 30 items or fewer per drop-off appointment, and consignor understands that all clothing **MUST** be folded flat and brought *in a storage bin or box* clearly marked with Consignor's name and/or assigned ID number. *Items brought in any type of bag will NOT be accepted.* This is for the security of consignor's items. Bins will be returned to you!
- Consignor agrees to bring only approved items for sale, in gently-worn, like-new, or new condition, and freshly laundered within one (1) week of drop off (also pressed, if necessary). We reserve the right to refuse any item that we feel may not sell. It is often easy to miss a spot or tear when you are getting your items ready to send. We want to be known for having the best quality merchandise and we want you as a purchaser to have confidence that you are buying the best in gently used kids items at Ella Bunbee Consignment. Any items with odors, stains, tears, fading, pet hair, missing or broken closures, missing pieces, is outdated, or in any way damaged, will not be accepted. We will be screening items very closely to maintain the quality of the sale. Take the time to make sure your items look and smell nice. The nicer the presentation, the quicker they will sell.
- I further understand that the items accepted for resale become subject to a consignment contract with Ella Bunbee that begins the day the items are recorded to inventory, prepared for display, priced, tagged, and put on the floor for sale. Please allow up to 14 days from the drop-off date for your items to be available for sale. Accepted items will be displayed during the appropriate season. Season displays may overlap and are subject to change due to weather or consumer demand. The term is often longer for non-seasonal items. Pricing is at our discretion and may be reduced throughout the term. Items that have not sold after 90 days of intake processing become eligible to be removed from the sales floor. At that time, I instruct Ella Bunbee to:

(please choose one):

(_____) Make my items available to me to pick up during Ella Bunbee's regular operating hours for a period of one (1) week from time of notification. If items are not picked up after one week (7 calendar days), I understand that items are considered forfeited and become the property of Ella Bunbee to dispose of as they see fit, including donation to local charities such as BeeCause.

(_____) I do not wish to have my unsold items returned to me; Ella Bunbee may dispense with my items at their discretion.

- I understand that Ella Bunbee will make every concerted effort to sell my items for me but that Ella Bunbee makes no guarantee that any of my items will sell during the contract period.
- Consignor warrants that I give complete title to the merchandise listed during the agreement consignment period and leaves items with the understanding that Ella Bunbee is not liable for any theft or damage to consignor items beyond their control: fire, tornado, theft, loss, damages, accident, or any other cause. Consignor assumes the risk of these events occurring by participating in the sale, however, steps will be taken to keep items safe and secure.
- If Consignor contact information changes for any reason, it is the responsibility of the Consignor to make Ella Bunbee aware and notify of changes immediately. If for any reason the Consignor does not notify Ella Bunbee regarding a change in contact information, Ella Bunbee will not be held responsible for payment to that Consignor after 60 days of attempting contact.
- It is the responsibility of the Consignor to regularly communicate with Ella Bunbee regarding account status and pay-out requests. Consignor Proceed Payments, less commissions and fees, must be requested by the 10th and will be disbursed the 15th each month, for sales from the month(s) prior. The Consignor Proceed Balance must meet a minimum amount of \$20. In the event the Consignor Proceeds are less than \$20, Consignor Proceeds balance will carry over to the following month, until Consignor Proceeds meet or exceed \$20.

○ Consignor may elect to be paid by **selecting any one of the following:**

- (____) Please issue store credit (no fee, consignor receives 50% of sale)
Store credit unused within 12 months of issue is subject to forfeiture
- (____) Please issue check for pickup (no fee, consignor receives 40% of sale)
Checks that remain unclaimed within the month requested and issued will result in the account automatically converting to Store Credit or PayPal. Store credit unused within 12 months of issue is subject to forfeiture.
- (____) Please issue check by mail (\$.50 fee, consignor receives 40% of sale)
- (____) Please issue via PayPal (no fee, consignor receives 40% of sale)
to PayPal account:_____

- It is suggested that Consignor keep their own inventory list of their items for their records.
- Ella Bunbee will not accept car seats or automobile booster seats, helmets, Disney products, or used undergarments (____) **INITIAL HERE** *I agree* that it is my responsibility to have read, and that I understand and accept the terms of the above agreement and agree to abide by the above Ella Bunbee Consignment Store Agreement and Consignment Standards. *I further agree* that all communications from Ella Bunbee will be done by email unless specified. ***It is my responsibility*** as a Consignor to periodically communicate with Ella Bunbee with regard to my account.

Consignor Signature: _____ **Date** _____

Print Name _____ **Phone:** () _____

Address _____ **Mobile:** () _____

City: _____ **St:** _____ **Zip:** _____ **Email:** _____

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