



Wiggles & Giggles Consignment Consignor Agreement and Release

This Agreement is made between Wiggles & Giggles Consignment and you, referred to hereafter as Consignor. In consideration for the opportunity to participate and profit from the Wiggles & Giggles Consignment Sale the Consignor has read, understands and agrees to the following terms and conditions:

- The Consignor agrees to allow Wiggles & Giggles Consignment to sell on their behalf any items brought to the sale, and understands Wiggles & Giggles Consignment reserves the right to reject any item that does not meet their standards or may be deemed inappropriate.
- The Consignors understands that they are the reseller of their items, and acknowledges that Wiggles & Giggles Consignment is merely the facilitator of the sale of said items. The Consignor is solely responsible for the quality, condition and fitness of all products they sell. Consignor acknowledges that they are solely responsible for ensuring the sale items are in compliance with the guidelines and requirements of the U.S. Consumer Product Safety Commission.
- Wiggles & Giggles Consignment will take all reasonable precautions to prevent loss, damage or theft. Consignor acknowledges the possibility of such occurrences and is choosing to proceed in consignment sale. Any items found without a tag during the sale will be placed in a Lost & Found area and Consignors can examine the Lost & Found at the end of the sale. Any items not claimed from Lost & Found will be donated to charity.
- Consignor agrees that all items marked "discount" will be sold on the last day of the sale for 50% of its price marked on the tag.
- Consignor will receive 65% of the sales price on their merchandise that sells, unless otherwise stated in sales promotions or volunteering commitments. Consignors who volunteer and complete one 4-hour shift will receive 70% of their sales. Volunteers that complete one 4-hour shift during the set-up OR during the sale AND one 4-hour shift during SORTING DAY (2 shifts total) will earn you earn 75%.
- If Consignors signs up to volunteer and does not complete the volunteer obligation, Consignor will then receive 65% of sales. Wiggles & Giggles Consignment will act with diligence to mail the Consignor checks within 2 weeks of the sale ending.
- Any unsold items that are not picked up on Tuesday – (two days after the sale ends) by 6:00 pm, will be donated to charity. Wiggles & Giggles Consignment will not store, warehouse, or maintain any items after end of the sale.
- The Consignor agrees to indemnify and hold harmless Wiggles & Giggles Consignment, its owners, shareholders, agents and employees, Guillermo Rubalcava and Veronica Rubalcava for any and all claims of personal injury and/or products liability brought by third-parties relating to the purchase and/or use of a sale item(s).
- Consignor further releases and holds harmless, Wiggles & Giggles Consignment, Guillermo Rubalcava, Veronica Rubalcava, its members, affiliates, employees and volunteers of all liability with regard to any physical or emotional harm that Consignor may sustain during the time Consignor volunteers.

By signing, Consignors acknowledges that they have read and understand the terms of the Consignor Agreement and Release form.

X _____
Signature

Date

Print Name

Consignor Number