

Consignment Waiver

Agreement made, effective as of _____ by and between Tot2Tot, LLC, of 22406 Indian Ridge Dr., Katy, Texas, referred to as Tot2Tot, and

_____ (NAME)
_____ (street address), _____ (city), _____ (state),
referred to as consignee.

RECITALS

The parties recite and declare:

Tot2Tot conducts a consignment business which sells children's items at semi-annual sales at the Church of the Holy Apostles, Katy, TX

Consignee desires to arrange for the sale and distribution of her merchandise at this sale.

Tot2Tot has agreed to undertake the marketing of consignee's merchandise on the terms set forth in this agreement.

In consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

ONE: MERCHANDISE

Consignee agrees to the quality requirements set forth on the Tot2Tot website including, but not limited to the following:

Consignee fills out our car seat checklist. Car seat is less than five years old, never been in an accident, and is not on a recall list.

Large items are less than 10 years old.

No consigned items are on a recall list.

Consignee takes responsibility for checking for recalls on his/her items.

Tot2Tot shall not be responsible for any loss of or damage to merchandise while it is under their control. Although loss of an item is infrequent, Tot2Tot will NOT be held responsible for losses.

Tot2Tot shall in no event be responsible for negligence of consignee.

TWO: SALE OF MERCHANDISE

Tot2Tot shall devote their best efforts to the sale and distribution of consignee's merchandise at the sale referred to above.

Tot2Tot shall not be responsible for unsold items due to missing or stolen tags. All sale prices shall be fixed by Consignee.

Tot2Tot shall not sell Consignee's merchandise at less than the authorized prices which will be specified on item tags, unless:

If any item is missing a tag, a volunteer will check the Lost Tag board for the tag. If the tag cannot be found and the item is to be valued at less than \$5, the item will be sold by Tot2Tot as our own item (100% of the proceeds of the sale of that item will go to Tot2Tot). Pickup of unsold items will be Saturday from 5:00—7:00 pm at the Church of the Holy Apostles, unless prior arrangements have been made with Tot2Tot. Any items not claimed will be donated at 7:15.

Consignor shall provide 1 plastic storage tub, without a top, labeled with their SELLER NUMBER. Failure to do so, will prevent us from sorting your items at the end of the sale. You will be responsible for collecting your own items if this occurs.

THREE: COMPENSATION

As soon as practical after the sale, Tot2Tot shall remit to consignee net sales in accordance with the percentage set forth on the website, and take no longer than 2 weeks.

FOUR: MANAGEMENT OF BUSINESS

Tot2Tot shall have entire charge of the management and operation of their business; they shall furnish all equipment and vehicles, and hire and pay the wages of all assistants and employees required for the operation of their business.

Consignee reserves no supervision or control over Tot2Tot in the facilities, employees, and methods to be used and employed by Tot2Tot in carrying out the purposes of this agreement.

FIVE: TITLE TO MERCHANDISE

Consigned merchandise shall remain the property of consignee until sold in the regular course of business.

SIX: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

SEVEN: ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

EIGHT: EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

NINE: ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

In witness of the above, each party to this agreement has caused it to be executed at Katy, TX on the date indicated below.

Consignor _____ Date _____
Tot2Tot, LLC rep _____ Date _____