

## Tot 2 Tot, LLC Consignment Agreement/Waiver

Agreement made, effective as of Spring 2018 SALE by and between Tot 2 Tot, LLC, of PO Box 1273 City of Needville, County of Fort Bend, State of Texas, 77461 subsequently referred to as Tot 2 Tot, and

\_\_\_\_\_(name) of  
\_\_\_\_\_(street address),  
\_\_\_\_\_(city), \_\_\_\_\_(county),  
\_\_\_\_\_(state), subsequently referred to as consignee.

### **RECITALS**

The parties recite and declare:

Tot 2 Tot 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.

Tot 2 Tot 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:

### **SECTION ONE: MERCHANDISE**

Consignee agrees to the quality requirements set forth on the Tot 2 Tot 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.

**Tot 2 Tot 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, Tot 2 Tot will NOT be held responsible for losses.**

Tot 2 Tot shall in no event be responsible for negligence of consignee.

### **SECTION TWO: SALE OF MERCHANDISE**

Tot 2 Tot shall devote their best efforts to the sale and distribution of consignee's merchandise at the sale referred to above.

Tot 2 Tot shall not be responsible for unsold items due to missing or stolen tags.

All sale prices shall be fixed by Consignee.

Tot 2 Tot 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 Tot 2 Tot as our own item (100% of the proceeds of the sale of that item will go to Tot 2 Tot).

**Pickup of unsold items** will be Saturday, February 17th, from 4:30—6:30 pm at the Church of the Holy Apostles, unless prior arrangements have been made with Tot 2 Tot. Any items not claimed will be donated at 6:45.

**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.**

### **SECTION THREE: COMPENSATION**

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

**SECTION FOUR: MANAGEMENT OF BUSINESS**

Tot 2 Tot 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 Tot 2 Tot in the facilities, employees, and methods to be used and employed by Tot 2 Tot in carrying out the purposes of this agreement.

**SECTION FIVE: TITLE TO MERCHANDISE**

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

**SECTION 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.

**SECTION 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.

**SECTION 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.

**SECTION 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

\_\_\_\_\_  
Tot 2 Tot, LLC rep

\_\_\_\_\_  
Date

If you were referred by a friend, please list here:

\_\_\_\_\_