

My Mommy Mart Consignor Agreement

As a consignor, I hereby acknowledge, understand and agree that by participating for the sale of my children's clothing, toys and/or equipment to be sold at My Mommy Mart Consignment, I will adhere to the following rules:

*The consignor agrees to allow My Mommy Mart Consignment to sell any or all items brought to the sale that are accepted. The consignor also acknowledges that My Mommy Mart Consignment and its appointed representatives will have the final say as to an item's appropriateness. My Mommy Mart Consignment reserves the right to remove/reject certain items. Qualifications for items can be found prior to the sale at www.mymommymart.com.

All clothing for this particular sale are season appropriate, clean, & gently worn, free of stains, tears, and excessive wear. And all toys and battery operated items must be in working condition with no missing parts. Battery operated items will not be sold without working batteries. Any clothes or toys that My Mommy Mart Consignment determines are not consignable will be returned to me. Each consignor is completely responsible for proper tagging and ensuring that each tag it is securely attached to each item. If a price is not visible on the tag, the consignor agrees that My Mommy Mart Consignment may establish a fair selling price. Items without a tag cannot be sold and will be placed in a lost and found area to be claimed by the consignor at pick up time. Any items left in lost and found at the close of the pick-up time will be donated to charity.

* Consignor Earnings. Each consignor will receive 70% of their total sales and My Mommy Mart Consignment will receive 30% of the total sales. My Mommy Mart Consignment acknowledges responsibility to mail the consignor's portion of the proceeds no later than 14 days following the close of the sale. All items marked as "Discount" will be sold at 50% off on the ½ Price Sale day. Items that are not marked will be sold at full price.

* Item Pick Up. All Items not sold will be picked up by Consignor or his/her designee on Monday after the sale at the designated pick up time. All items not picked up by the set time will be donated to charity IMMEDIATELY as we can't store the leftover items. We have to be out of the building, please understand we cannot possibly store items!

*We will do our best to provide security on all items at our sale. Each consignor must understand that things do happen, and My Mommy Mart Consignment will not be held responsible in the event of stolen or loss items, damaged items, or errors on the pricing tags. The consignor agrees that she/he will make no claims against My Mommy Mart Consignment or any of its representatives for any discrepancies of items being sold at the sale. The consignor also waives the right for any and all claims, including personal injury and/or physical damages, against My Mommy Mart and any of its representatives, and the leasers of the space, that are in anyway related to the sale.

*Only quality items in excellent condition with no defects should be offered for sale. The Seller is solely responsible for the quality, condition and fitness of all products they sell. The Seller is solely responsible for ensuring the sale items are in compliance with the guidelines and requirements of the Consumer Product Safety Commission and/or applicable industry standards. MMM reserves the right to refuse to display items improperly prepared according to guidelines set forth on the MMM website.

*Noncompetition. Consignors and/or volunteers shall not, for a period of twenty-four (24) months following the consignor's most recent period of consignment with MMM for any reason, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in any business which provides the same or similar services of MMM within 50 miles of the My Mommy Mart sale location. Further, consignor/volunteer will not, during the period of twenty-four (24) months following the consignor's most recent period of consignment or volunteering directly or indirectly, either for himself/herself or for any other person, firm or corporation, call upon, solicit, divert, or take away, attempt to solicit, divert or take away, any of the customers, suppliers or potential customers of My Mommy Mart.

By signing this agreement and accepting My Mommy Mart Consignment sale rules you are acknowledging that you have read this agreement and you will abide by its terms.