

CONSIGNMENT AGREEMENT

Account # _____

Name: _____

This Consignment Agreement (Agreement), effective _____ between MAJoR Chaos, LLC (MAJoR Chaos) and _____ (Consignor) proceeds as follows:

- I. **RIGHT TO SELL:** The Consignor hereby grants MAJoR Chaos an exclusive right to sell the given items under the terms of this Agreement. MAJoR Chaos agrees to devote its best efforts to sell the items.
- II. **PRICING:** We encourage you, the consignor, to price your own items. Please keep in mind that consignment prices range from 50%-90% of the original item's price, depending on the condition and brand. See below for the best practice in attaching prices. If there are any questions about prices you will be contacted prior to posting the items for consignment. **If no pricing is given, MAJoR Chaos reserves the right to price items at their discretion.**

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- III. **DROP OFF:** After the Agreement is signed, you are welcome to call, email or message to set up a time to drop off your items for consignment.

1. Items must be clean prior to drop off. If MAJoR Chaos decides items are not clean there may be a **cleaning charge of \$10 per bag or box** of merchandise deducted from your consignment earnings. This fee will be discussed prior to charging. **Please note, if items smell of smoke or strong pet odors the cleaning fee will be automatically added.**

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2. If you, the consignor, wish to price the items please have the prices on an itemized list or taped to the item prior to drop off. We recommend painters tape for easy and residue-free removal – especially for books – please **do not use packing tape!**

- IV. **ITEMS ACCEPTED:** MAJoR Chaos will accept most items from Maternity to Teen. All clothing and items **MUST** be in good, stain-free and hole-free condition.

1. **ACCEPTED ITEMS:**

- | | |
|--|--|
| i. Toys – must be in working conditions. Electric toys must have working batteries when submitted. | vi. Misc. items – just ask. |
| ii. Stuffed toys – MUST be exceptional and subject to discretionary rejection | vii. Baby accessories: Feeding, nursing, bathing, playing, bedding, potty training, baby holding, etc. |
| iii. Books – Books MUST be in excellent condition | viii. Accessories: hair accessories, socks, undergarments, hats, gloves, belts, backpacks etc. |
| iv. Clothes – Maternity through teen | ix. Kids/teen décor |
| v. Shoes – Must be in good, wearable condition | x. Sports equipment – <u>MUST</u> be in usable and SAFE condition. |
| | xi. Costumes & Dress-Up |

2. **NOT ACCEPTED:**

- | | |
|--|---|
| • Any items with crass or inappropriate images or uses. | • Items with broken parts. |
| • Clothing & items with stains and holes. We no longer sell our R&T (Rough & Tumble) line. | • Sports equipment with obvious wear (cracked helmets & guards, etc.) |

****We are No longer accepting Booster Seats or Carseats due to liability.****

3. For all R&T – clothing/items with holes, noticeable stains or excessive wear found in new Consignment items:

_____ Please return all R&T items going forward.

_____ Please offer any R&T items for FREE, Donate or Discard as MAJoR Chaos deems fit.

4. We are not experts in the safety of apparel or gear, and we do not repair items, therefore, do not provide us with anything you have reason to believe is unsafe.
5. **We reserve the right to refuse to consign items at our discretion.** The consignor will be notified regarding any item(s) that have been refused. The consignor will be given the option to pick up the item(s) or have MAJoR Chaos dispose of the item. Written (email/chat/note) approval must be given for all disposal permissions.

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- V. **PROCEEDS OF SALES:** MAJoR Chaos will pay the Consignor their portion of the sale proceeds which shall be calculated at 60% of the items' final sale price.
1. **The payout MUST be greater than \$20** and shall be paid to the Consignor by the end of the following month (e.g. sales made in January must be paid out by the end of February). Payout amount will 'roll-over' until a \$20 minimum has accrued.
 2. **Payment will be made as Cash or Check** in agreement of both parties.
 3. **If consignor is unable to meet with MAJoR Chaos, a check will be mailed to the address on file.** If no address is provided, funds will be held until arrangements have been made.
 4. If items were not clean at drop off there may be a cleaning charge of \$10 per bag or box of merchandise deducted from your consignment earnings, as outlined previously. This fee will be discussed via email prior to charging. **Please note, if items smell of smoke or strong pet odors the cleaning fee will be automatically deducted from payout.**
- Initial: _____
- VI. **CONRAD KID SALES:** All pertinent inventory (e.g. spring items in the Spring and fall/winter items in the Fall) will be entered into the sale automatically. These sales will not be on a set schedule and will occur as inventory allows, no separate notice will be sent.
- VII. **CHAOS DAY SALES:** Each Conrad Kids Sale will have a "Chaos Day" where select items will be 50% off.
1. Chaos Day sales will not be on a set schedule and will happen as inventory demands. During these sales all "starred" items will be 50% off.
 2. **Tags will be marked with "*****" OR a handwritten 'star'** this will notify the buyer what items are on sale.
 3. **Consignors are not obligated to participate, but can request any or all items to be entered in the Chaos Day Sale**
_____ I want ALL my items:
_____ including Name Brand,
_____ excluding Name Brand entered in the Chaos Day Sales.
_____ I will let you know what items to enter and understand that all Angel Account donated items will automatically be entered into Chaos Day sales.
 4. **MAJoR Chaos will NOT place items in the Chaos Day Sale unless requested by consignor.**
 5. **Items will go back to their original price after the sale.**
 6. **The sale is ONLY for in-person events and will not carry over to our online store.**
- VIII. **NO REFUND POLICY:** No refunds or exchanges shall be issued; all sales are final.
1. As a consignor, this ensures that you, the consignor, receives payment for your sold Items.
 2. If you are a purchaser and a consignor, you can 'return' an item with the original tags, within 14 days. The item will be re-entered as consignment under your consignor's ID at the purchased amount and consigned per the Agreement.
- IX. **NO CONTACT CLAUSE:** MAJoR Chaos will do their due diligence to stay in contact with the consignor as needed.
1. **All payouts will continue to accrue regardless of consignor contact for up to 9 months.**
 - i. After 9 months without returned contact, MAJoR Chaos will attempt to establish contact three (3) additional times and document the date and method on the consignor's account.
 - ii. If the consignor has an address on file, a check for their account balance will be mailed along with a note requesting contact.
 - iii. Consigned items will be pulled from the sale until contact has been established.
 2. **No contact after 1 year will result in the consignor's account being frozen and consigned items becoming the property of MAJoR Chaos, LLC.**
- Initial: _____
- X. **USE OF PERSONAL INFORMATION:** MAJoR Chaos will NOT share personal information (i.e. email address, mailing address, phone number, etc.) with any 3rd party entity. Information given to MAJoR Chaos in good faith will be respected and used only in regard to items of business. MAJoR Chaos may use this information as a means of contacting the consignor or providing updated information and will not be used for solicitation.
- XI. **LOSS AND INSURANCE:** MAJoR Chaos shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of MAJoR Chaos.
- XII. **DEFAULTS:** If MAJoR Chaos fails to abide by the obligations of this Agreement, including the obligation to remit the consignment payment to the Consignor when due, the Consignor shall have the option to cancel this Agreement by providing 30 days written notice to MAJoR Chaos. MAJoR Chaos shall have the option of preventing the termination of the Agreement by taking corrective action that cures the default. If such action is taken prior to the end of the time period stated and if there are no other defaults during such time period.
- XIII. **WARRANTIES:** Neither party makes any warranties with respect to the Use, Sale and other transfer of the merchandise by the other party or by any third party. In no event will the Consignor be liable for direct, indirect, special, incidental, or consequential damages that are in any way related to the merchandise. MAJoR Chaos does not make any warranties or representations about the safety or suitability of items consigned. **MAJoR Chaos has no experience or expertise in**

manufacturing, repairing, or inspecting merchandise for safety, ease of use, or fitness for a particular purpose and therefore disclaims any responsibility for recalls, defective merchandise, or safe usage for any purpose.

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- XIV. **TRANSFER OF RIGHTS:** This agreement shall not be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.
- XV. **TERMINATION:** This Agreement may be terminated by either party by providing a 30 days' written notice to the other party.
- XVI. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written.
- XVII. **AMENDMENT:** This Agreement may be modified or amended if the agreement is made in writing and is signed by both parties.
- XVIII. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Your signature indicates your acknowledgment and agreement to all the terms of this document and the statements above:

CONSIGNOR:

Name (printed): _____

Signature of Consignor: _____

Mailing Address – Only used for mailing necessary correspondence.

Email: _____ Phone number: _____

Date: _____

CONSIGNEE:

_____ Date: _____

Tiffany Begley, Owner
MAJoR Chaos, LLC

The completed Agreement may be emailed to Major.Chaos.Crafts@gmail.com or dropped off in person.

****Agreement MUST be signed and received prior to consignment of items. ****

MAJoR Chaos Contact information:

- 4 4th Ave SE Conrad, MT 59425
- Website: Major-Chaos.com
- Phone: 406-289-0368
- Email: major.chaos.crafts@gmail.com
- Social:
 - FB: @MajorChaos,
 - IG: major_chaos_llc

