

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. 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.**
Initial: _____
 - 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.**
Initial: _____
 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 with stains and holes, but still in decent wearable condition will automatically be placed in our **Rough & Tumble** line and priced accordingly.
 1. **ROUGH & TUMBLE:** Our Rough & Tumble line is made of well-worn clothes for very low prices. These items WILL have stains, and holes and will be advertised and priced as such. Rough & Tumble items are priced \$0.25 and up depending on how 'Rough & Tumble' the item is.
 - i. **ALL R&T items will be entered into our Chaos Day Sales at 50% off.**
 2. **ACCEPTED ITEMS:**

<ol style="list-style-type: none">i. Toys – must be in working conditions. Electric toys must have working batteries when submitted.ii. Stuffed toys – MUST be in Like New, minimal use condition with NO stains or odors.iii. Books – Books MUST be in good condition.iv. Clothes – Maternity through teen *v. Shoes*vi. Misc. items – just ask.	<ol style="list-style-type: none">vii. Baby accessories: Feeding, nursing, bathing, playing, bedding, potty training, baby holding, etc.viii. Accessories: hair accessories, socks, undergarments, hats, gloves, belts, backpacks etc.ix. Kids/teen décorx. Sports equipment – <u>MUST</u> be in usable and SAFE condition.xi. Costumes & Dress-Up
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- * Does not include those items destined for the Rough & Tumble line
- V. **NOT ACCEPTED:**

<ul style="list-style-type: none">• Any items with crass or inappropriate images or uses.• Clothing deemed too worn for our Rough & Tumble line.• Items with broken parts. <ol style="list-style-type: none">1. 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 <u>any</u> reason to believe could be unsafe.2. We reserve the right to refuse to consign items at our discretion. The consignor will be notified via email 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) approval must be given for all disposal permissions. Initial: _____

- VI. **PROCEEDS OF SALES:** MAJoR Chaos will pay the Consignor their portion of the sale proceeds which shall be **calculated at 75%** 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.**
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: _____

VII. NO REFUND POLICY: No refunds or exchanges shall be issued; all sales are final.

1. As a consignor, this assures 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.

VIII. 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 ConsignCloud 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: _____

IX. KID SALES: All pertinent inventory (e.g. spring items for the Spring Sale and fall/winter items for the Fall Sale) is automatically entered into the Bi-Annual Conrad Kids Sales every Spring and Fall, along with any other 'pop-up' sales hosted by MAJoR Chaos.

1. Each Bi-Annual sale is for an entire weekend. Pop-up sales will last up to one day and be scheduled at random. Pop-up sales will revolve around inventory excess and/or a seasonal focus (e.g., for summer, a pop-up focus may be all things for swimming; for winter, all things snow; etc.).
2. All items for all sales will be at full price unless the item is entered in our Chaos Day Sale (See below).
3. All sales will be advertised on social media, local flyers, and word of mouth.

X. CHAOS DAY SALES: Each bi-annual kid sale and select pop-up sales will have a "Chaos Day" where R&T and select items will be 50% off.

1. **Tags will be marked with "*****" OR a handwritten 'star'** this will notify the buyer what items are on sale.
2. **ALL R&T items** – items with stains, tears & obvious use/wear – **will automatically be entered for the sale.**
3. **Consignors are not obligated to participate** (unless an item is in the R&T category), **but can request any or all items to be entered in the Chaos Day Sale**

_____ I want **ALL** my items, ___ including or ___ excluding Name Brand entered in the Chaos Day Sales.

_____ I will let you know what items to enter and understand that R&T will automatically be entered.

4. **Name Brand items will be Exempt from the sale – unless discussed with MAJoR Chaos or entered by the consignor directly.** Exemption is ONLY for Like New or NWOT/NWT items; if the Name Brand item shows wear or falls under the R&T category it will be considered eligible for the sale.
5. **MAJoR Chaos will NOT place items in the Chaos Day Sale unless the item is in the R&T category OR as requested by consignor.**
6. **Items will go back to their original price after the sale.**
7. **The sale is ONLY for in-person events and will not carryover to our online store.**

XI. 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.

XII. LOSS AND INSURANCE: MAJoR Chaos shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of MAJoR Chaos.

XIII. 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.

- XIV. **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.**
Initial: _____
- XV. **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.
- XVI. **TERMINATION:** This Agreement may be terminated by either party by providing a 30 days' written notice to the other party.
- XVII. **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.
- XVIII. **AMENDMENT:** This Agreement may be modified or amended if the agreement is made in writing and is signed by both parties.
- XIX. **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: _____

MAJoR Chaos, LLC

Tiffany Begley, Owner

Completed Agreement may be emailed to Major.Chaos.Crafts@gmail.com or dropped off in person. A copy of the signed Agreement will be emailed as a receipt.

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

MAJoR Chaos Contact information:

Website: Major-Chaos.com

Phone: 208-619-9780

Email: major.chaos.crafts@gmail.com

Social - FB: @MajorChaos, **IG:** major_chaos_llc