



Valet Consignor Agreement & Liability Waiver

Just Between Friends – Sugar Land/Rosenberg

January 12-14, 2023

Please submit completed form to your valet tagger when dropping off your items. Hours for **Consignor Pickup** are: **Saturday, January 12-14, 2023 between 7:00pm and 8:00pm at Fort Bend County Fairgrounds, Rosenberg, TX 77471**

JBF Consignor Name: _____ **Email:** _____

Consignor Number: _____ **Password:** _____

Phone Number: _____

(Please provide a phone number at which you can be reached **during** the sale.)

I agree that as a condition of selling items in a Just Between Friends Consignment Sale utilizing the valet tagging service, I represent and warrant the following to be true and correct:

_____ (initial) I verify that the items I am consigning are mine and I have full authority to sell these items and these items are in good operating and working condition and are not defective, broken or damaged and they have no missing parts.

_____ (initial) I, the undersigned, understand and agree that **JBF Sugar Land** ("JBF") and Just Between Friends Franchise Systems, Inc. ("JBF Franchisor") are not responsible for **fire, loss, theft or damage** to the items I am consigning.

_____ (initial) I understand that I will earn **40%** of my gross sales, less a **\$25.00 Consignor Fee** (up to 150 items). If I consign more than 250 items, I will pay an additional \$5 per 50 items, rounded up to the nearest increment of 50. I understand that **Valet Consignors who help with the sale for a minimum of four (4) hours** will earn an **extra 5%** of his/her gross sales.

_____ (initial) I understand that the **valet tagger will get 25%** of my gross sales in payment for their tagging services. I authorize JBF to deduct the 25% from my check for payment for the services provided by the tagger. I understand that JBF is merely providing an administrative service to me and that I am receiving the benefit of the tagging services from the valet tagger and am ultimately responsible for paying the tagger for these services.

_____ (initial) I understand that the valet tagger will be paid their percentage on all items tagged under the above consignor numbers and that if I wish to tag my own items, it will need to be done under a separate consignor number.

_____ (initial) I understand that I am responsible for providing the tagger with items that are in new or gently used condition. Items that do not meet JBF's quality standards will be rejected by the tagger. I authorize the tagger to donate these items to the charity of their choice and understand that I will not receive a tax receipt or other benefit from this donation.

_____ (initial) I verify that no item I am consigning is the subject of any current, pending or threatened recall notice according to the Consumer Products Safety Commission, or if any of my items were part of a recall, any repair made is by the original manufacturer or made in accordance with the original manufacture warranty program. If a refund is made to a shopper due to a product not working, missing parts or a defect, I understand that I, the consignor will not be paid for this item. It is recognized that "all sales are final," however, it is illegal on the consignors behalf to offer for sale, a recalled item. As good customer service is a priority with JBF, it against the rules to offer for sale items with missing or broken pieces.

_____ (initial) I understand that by appearing in a public venue as a shopper, consignor or helper, JBF and JBF Franchisor have my permission to use my image in any publicity avenue they choose, with no royalties owned.

_____ (initial) I understand that I am responsible for bringing items in working condition, including having batteries. If items are left that require batteries, JBF has my permission to add batteries to the item so that it can be sold. I further understand that I will be charged a fee of **\$1.00** per battery for sizes AA and AAA and **\$2.00** per battery for sizes C and D.

_____ (initial) JBF Sugar Land reserves the right to refuse and/or limit consignor's items at the sole discretion of JBF.

I understand that **Consignor Pickup** is **Saturday, January 14, 2023** between **7:00pm and 8:00pm** and all items NOT picked up during this timeframe will be donated to the JBF charity partner(s), **Helping Hands Rosenberg-Richmond**. No exceptions will be made.

Signature: _____

Date: _____

Representations and Warranties

I am the owner of and have carefully inspected the items that I am consigning. I am aware of the requirements established by the Consumer Product Safety Improvement Act of 2008 (CPSIA) as well as the related rules and regulations adopted and promulgated by the United States Consumer Produce Safety Commission (CPSC). I represent and warrant that the items that I am consigning do not violate the CPSIA or any related rules or regulations adopted by the CPSC regarding the resale of banned, hazardous or harmful items or products. Specifically, I represent and warrant that the items that I am consigning:

1. Have not been recalled by the CPSC;
2. Do not contain an amount of lead that is prohibited by the CPSIA or the CPSC;
3. Do not contain a concentration of phthalates that is prohibited by the CPSIA or the CPSC;
4. Do not contain flammable materials that are prohibited by the CPSIA or the CPSC;
5. Do not otherwise present a substantial product hazard that has been prohibited by the CPSIA or the CPSC.

I agree to waive relinquish, discharge, release, and covenant not to sue **JBF Sugar Land** ("JBF Franchisee") and Just Between Friends Franchise Systems, Inc. ("JBF Franchisor") or any of either entity's members, officers, directors, agents, employees, helpers and volunteers for any and all claims of injury, damage, or loss that any purchaser of the items I am consigning may have or that may accrue to any purchaser of the items arising out of, connected with, or in any way associated with such consigned items.

I agree to defend, indemnify and hold harmless JBF Franchisee and JBF Franchisor, and any of either entity's members, officers, directors, agents, employees, helpers and volunteers from and against, without limitation, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to the items I am consigning, including, but not limited to, any and all claims, loss, damages, forfeitures, penalties, liability, actions, suits, costs and attorney fees arising from or related to violations of the CPSIA, or any related rules and regulations adopted by the CPSC, including but not limited to the warranties indicated above.

By signing below, I confirm that: (1) I have read and fully understand this Consignor Agreement and Liability Waiver, including the Representations and Warranties stated above; (2) I agree to and warrant as stated above; and (3) no one has made to me representations, statements, or inducements that change or modify anything written in this Consignor Agreement and Liability Waiver.

Signature: _____ Date: _____

Print Name: _____

| | | | |
|-------------------------------|--------------|----------|-----------|
| Please circle one: | Pick-Up | Donate | Both |
| Number of items (circle one): | Less than 50 | 51-200 | 201-500 |
| | 501-750 | 751-1000 | Over 1000 |

Did you bring a Car Seat, Car Seat Base or Booster Seat to Sell? Yes No

If yes, did you bring a completed Car Seat Checklist for **each** Car Seat, Car Seat Base and Booster Seat? Yes No

If yes, leave your Car Seat Checklist(s) attached to the car seat, car seat base or booster seat so that we can allow it to be sold.

If no, please inform your valet tagger so one is completed prior to the sale. These items cannot be sold without completed checklist.

Did you bring a Crib to Sell? Yes No

If yes, did you bring a completed Crib Checklist for **each** Crib? Yes No

If yes, leave your Crib Checklist attached to the crib so that we can allow it to be sold.

If no, please inform your valet tagger so one is completed prior to the sale. These items cannot be sold without completed checklist.

Need to update your Consignor Information (email, address, phone number)? Yes No

If yes, please note any changes here: