

Terms & Conditions

CONSIGNMENT WITH A CAUSE PARTICIPATION AGREEMENT AND TERMS AND CONDITIONS

1. Participation. There are many ways You may be able to participate at a Consignment with A Cause Sales Event ("Event"). If you have any questions, regarding opportunities for participation, you should email Consignment With A Cause at contact@consignmentwithacause.com. Whether you participate at an Event as a Consignor, a Team Member, or any other area of participation, you agree to these terms and conditions. When you sign up to participate at a Consignment With A Cause Event, you agree to provide Consignment With A Cause with your current contact information and authorize Consignment With A Cause to contact you via the contact information you provided.

2. COVID-19 Safety. You acknowledge the contagious nature of COVID-19 and acknowledge there is an unknown risk of exposure to COVID-19 through exposure to contaminated objects, as well as through personal contact. By participating in an Event in any capacity (as a consignor, Team Member, vendor or shopper) you voluntarily assume the risk that you may be exposed or infected by COVID-19 and that such exposure may result in illness, injury, disability, or death. You understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to Consignment With A Cause and Team Members, consignors, and customers of Consignment With A Cause. You voluntarily assume all the forgoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense of any kind. You acknowledge that you have a responsibility not to attend or participate in any capacity at any Consignment With A Cause Sales Event if you are sick or running a fever or if you or a member of your household has been positively diagnosed with COVID-19. You agree to comply with all COVID-19 safety measures established by Consignment With A Cause, including but not limited to social distancing and certify that you are abiding by state/local laws regarding COVID-19 restrictions. You hereby release and hold harmless Consignment With A Cause, and their respective employees, officers and vendors from and against all claims of damages and liability resulting from exposure to COVID-19.

3. Consignment. One form of participation is Consignment, where you may authorize Consignment With A Cause to sell various items or goods such as clothing, shoes, purses/wallets, and jewelry ("Goods") on Your behalf. If You are consigning Goods to be sold at an Event, You agree to the following:

- a. **Consignment With A Cause Right to Reject.** Consignment With A Cause reserves the right to reject and refuse to accept any Good for consignment for any reason in its sole and absolute discretion.
- b. **Ownership.** You have lawful possession and title to the Goods and authority to sell the Goods and deliver to the purchaser good title, free and clear of all liens and encumbrances, without the consent of anyone else.
- c. **Authority to Sell.** You deliver the Goods to Consignment With A Cause and authorize Consignment With A Cause to sell the Goods on a consignment basis to the public for Your benefit. Title passes from You to purchaser when Consignment With A Cause receives payment. All Sales are final.

d. Condition of Goods. You represent and warrant to Consignment With A Cause that: (i) each Good is in good condition and without any known defects or damages in the condition; (ii) no good has been subjected to contamination, flooding and fire; (iii) No Good is a "knock off" or "unauthorized copy" or "fake;" and (iv) the label on each item is original, has not be tampered with, removed, replaced or otherwise altered.

e. Pricing. You have tagged each item and the price at which You agree the items may be sold to the public. Items marked with a **R** are subject to reduction in price without your prior consent. You authorize Consignment With A Cause to sell items that do have a **R** to be sold at 50% off the tag price on the half-off sale days. (**R** cannot be crossed out or drawn on tags).

f. Taxes and Fees. Consignment With A Cause will be responsible for collecting and remitting applicable sales taxes for all Goods sold. You understand and agree Consignment With A Cause will accept some forms of electronic payment such as credit cards, and that the credit card processor may charge a per transaction fee for such payments.

g. Compensation. You shall be entitled to receive a percentage of the sale price actually collected (after deducting credit card processing fees and all sales and other taxes collected). You will pay Consignment With A Cause a \$15.00 consignor fee or a discounted consignor fee of \$12.50 if consignor signs up to drop-off their sale items by a date specified by Consignment With A Cause. I understand that I will receive 60% of my gross sales (70% if I am a team member for four or more hours at the event; these amounts will be deducted from my final check). Consignment With A Cause shall retain the balance. I understand that my check will be emailed or mailed to me within two weeks of the end of the event. The check will be void after 90 days. I will be charged a \$30 fee if my check needs to be reissued after the 90 days.

h. I understand that I am an Elite Consignor if I bring more than 300 items to a Consignment With A Cause sale. As an Elite Consignor, I understand that I will help an additional 2 hours for breakdown on the last day of the sale. If I am not able to help with breakdown, I will pay an additional \$20 fee.

i. Liability Consignment With A Cause will use reasonable good faith efforts to keep the Goods safe while in its possession. Consignment With A Cause shall have no liability for the theft, damage, loss, and/or destruction of the Goods from any cause beyond the control of Consignment With A Cause, except for Consignment With A Cause's gross negligence or willful misconduct or knowing violation of law.

j. Goods Not Sold. You understand that all items not sold during the Event must be picked up by You by a specified date and time. You grant Consignment With A Cause full authority and sole discretion to donate any Good which was not sold and which You did not pick up on time (see Consignment With A Cause website and/or Facebook page for pick-up time). You agree that Consignment With A Cause shall have no liability to You for the disposition of any item not sold or given to charity. I understand that Consignment with a Cause is only a broker or agent for the Consignor and has no obligation to pay for unsold items. Title possession remains with the Consignor.

k. Charity Partners. In the event the preferred charity partner is unable to accept any of the donated items following an event, the owner will make the best decision for said donated items considering all factors; territory

restrictions, timing, transportation, location, etc. The best possible outcome for said items could be but not limited to: distributed between additional charity partners selected by Consignment With A Cause, disposal, or sold at the next event and the proceeds awarded to the primary charity partner. It is Consignment With A Cause policy to treat all consigned items with respect and honor the consignors intent of said items. The mentioned scenarios shall only be considered in rare and extreme situations.

4. Team Members. Consignment With A Cause provide opportunities for Team Members to assist in performing various functions pre-Event, post-Event and/or during an Event. As used herein the term "Team Member" applies to all persons who assist a Consignment With A Cause pre- Event, post-Event, and/or during an Event, regardless of whether such persons are employees or independent contractors. Consignment With A Cause may hire employees to perform certain functions at an Event, but You acknowledge and understand that You are not an employee of Consignment With A Cause unless and until You receive a signed employment agreement and employee handbook. Regardless of your status with Consignment With A Cause, you acknowledge and agree that You and Consignment With A Cause are not partners, joint venturers, employees, agents or other representatives of the other for any purpose. Neither party works under the direct or indirect supervision or control of the other. Neither is authorized to act for the other, except as specifically set stated in the Agreement. Consignment With A Cause does not exercise any control over any Team Members of any Consignment With A Cause. You further acknowledge and agree that you are responsible for Your own actions while participating at an Event. If You sign up to serve as a Team Member, You agree to the following:

a. Consignment With A Cause Right to Refuse. Each Consignment With A Cause reserves the right to deny participation at an Event to any person at any time, for any reason in its sole and absolute discretion, except that each Consignment With A Cause is committed to complying with all Federal and State laws, rules and regulations and to not discriminating based on any protected characteristic.

b. Scheduling. You agree to sign up to participate as a Team Member for only those times and functions which you are able to meet. You are under no obligation to sign up for any particular time or function or to provide any services to Consignment With A Cause, but you commit to fulfilling those times and functions which You in your sole discretion select.

c. Safety. You understand that safety is a first priority for every Consignment With A Cause. You agree that at all times while participating as a Team Member that You are solely responsible for Your own safety. You agree to watch for, avoid, and report any and all unsafe conditions of which you become aware. You agree that you will, immediately upon entering the Event, and will continuously thereafter, inspect the Area which you enter and further warrant that, if at any time You feel unsafe, you will immediately inform Consignment With A Cause or its designated representative and if necessary will leave the Event and refuse to participate further in the Event. You specifically assume all risks associated with Your participation as a Team Member.

d. Respect. Respectful, courteous communications are critical to every Consignment With A Cause. You agree at all times to be courteous to Consignment With A Cause and its agents, to other Team Members, to vendors, and to the Public and to refrain from any profanity or distasteful language. No language or behavior which may be determined to be harassing will be tolerated.

e. Compliance With All Laws. It is the policy of all Consignment With A Cause to comply with all Federal, State and Local laws, rules and regulations. You agree that while participating as a Team Member, you will not violate any laws, rules or regulations. If you are ever asked by any person to violate any laws, you agree to refuse and to promptly report the request to Consignment With A Cause.

f. No Children. You agree that if You have minor children, you will make other arrangements for their care and supervision while participating as a Team Member unless you have the agreement of Consignment With A Cause.

5. Indemnification. You agree to indemnify and hold harmless Consignment With A Cause and their respective owners, members, shareholders, directors, officers, employees and authorized representatives against all claims, demands, debts, duties, liabilities, judgments, settlement and expenses (including, attorneys' fees and expenses) actually incurred by any and all of them in connection with the investigation, defense and/or settlement of any such claim or any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the breach of Your representations and warranties in this Agreement. .

6. No Rights Against Consignment With A Cause. You agree that they have no basis in fact or law for any claim against Consignment With A Cause.

7. Representations and Warranties. Each party represents to the other that: (a) it has all requisite power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement; and (b) this Agreement is valid and binding on it and its successor and assigns in accordance with its terms.

8. Photographs and/or video will be taken at Consignment With A Cause events. By taking part in this event you grant the event organizers full rights to use the images resulting from the photography/video filming, and any reproductions or adaptations of the images for publicity or other media-related and promotional purposes. This might include (but is not limited to), the right to use them in their printed and online publicity, social media, press releases and other promotional applications. If you do not wish to be photographed, please inform an event organizer.

By signing below, I agree to the above Terms and Conditions:

Print Name

Signature

Date

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